



Amendment No. 4  
To  
Contract No. GA140000116  
For  
Industrial Clothing, Supplies, and Services  
Between  
Galls, LLC  
dba Miller Uniforms & Emblems, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be September 5, 2019 through September 4, 2024. No options will remain.
- 2.0 The total contract amount is increased by \$14,250,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/29/2014 – 0828/2019	\$14,250,000.00	\$14,250,000.00
Amendment No. 1: Incorporation of items for EMS – March 2017 04/10/2017	\$0.00	\$14,250,000.00
Amendment No. 2: Vendor Change 04/17/2018	\$0.00	\$14,250,000.00
Amendment No. 3: Incorporation of items for EMS – June 2018 07/17/2018	\$0.00	\$14,250,000.00
Amendment No. 4: Option 1 - Extension 09/05/2019 – 09/04/2024 Note: Two Amendment No. 2's were generated. Amendment signed on 07/17/2018 will become Amendment No. 3. See Exhibit B (attached). 09/05/2019	\$14,250,000.00	\$28,500,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date

8/23/2019

Sign/Date

  
8-26-19

Printed Name: Michael Wessner  
Authorized Representative

Galls, LLC  
dba Miller Uniforms & Emblems, Inc.  
826 Rutland Drive  
Austin, Texas 78758  
(512) 873-8381  
irvine-ben@galls.com

Matthew Duree  
Procurement Manager

City of Austin  
Purchasing Office  
124 W. 8th Street, Ste 310  
Austin, Texas 78701

Note: This file has two Amendment No. 2's. A Vendor Change, completed on 04/17/2018, pre-ceeds this amendment by three months, this making the amendment below the true Amendment No. 3. This correction have been noted in Amendment No. 4.



**Amendment No. 3**  
to  
**Contract No. MA 8700 GA140000116**  
for  
**Industrial Clothing, Supplies, and Services**  
between  
**Galls LLC DBA Miller Uniforms & Emblems Inc.**  
and the  
**City of Austin, Texas**

- 1.0 The City hereby amends the above referenced contract to incorporate the items listed below as specified line items per Section 1.6 Clarifications and Additional Agreements of the Contract.

Item	Item Description	Manufacturer	Unit Price
FRK 360	FRK 360 Plate Carrier	Point Blank	\$177.94
10260-01 III Plate 10 x 12	Level III 10x12 Plate SC 3 LBS	Point Blank	\$468.72
CUDGNDBS0H	GNXIIIA Side Panels	Point Blank	\$137.20
10260-66	6x6 Full Size Plate	Point Blank	\$235.20
LB6GNDOS0J	Lower AB/Back Extenders set of 2	Point Blank	\$114.24
HLM104KT00	PTH-IIA Tactical Helmet Mid Cut with MSS	Point Blank	\$410.48
HLM106KT00	PTH-IIA Tactical Helmet Mid Cut with MSS	Point Blank	\$410.48
HLM108KT00	PTH-IIA Tactical Helmet Mid Cut with MSS	Point Blank	\$410.48
Helmet Long Rail	Helmet Interlocking Long Rail	Point Blank	\$76.72
HLMH990000	Front Mount Helmet Accessory	Point Blank	\$77.28
HLMH880000	Precision Fit Basic Helmet Cover	Point Blank	\$30.80
PCHRD0AC0J	Pouch for Molle Systems Velcro Buckle Single Radio	Point Blank	\$17.92
PCHUP1AC0J	Pouch for Molle Systems Zipper Large Misc/Utility w/ MOLLE	Point Blank	\$57.68
PCHUP2AC0J	Pouch for Molle Systems Zipper 4x8 Horizontal Utility w/ MOLLE	Point Blank	\$37.52

Revised 8/4/2014

PCHUP3AC0J	Pouch for Molle Systems Zipper 4x8 Vertical Utility w/ MOLLE	Point Blank	\$31.36
SOHPC plate carrier	SOHPC plate carrier NO QUICK RELEASE ESAPI Cut for 11x14 Plates	Point Blank	\$206.08
SPLT57SCSQ	STEEL PLATE 555 11x14 Level iii+, Shooter's Cut, single curve	Point Blank	\$134.40
BAGN00130J	Plate Carrier Bag, Carrier Only, No Helmet	Point Blank	\$38.54
BAGN00170J	Plate Carrier Bag, Bag 17MD, Carrier and Helmet	Point Blank	\$59.40
PBC874	Austin Travis County EMS Badge	Premier	\$50.00

2.0 The City hereby amends the above reference contract to add Exhibit A- Specifications for EMS Badges.

3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 08/29/2014 – 08/28/2019	\$14,250,000.00	\$14,250,000.00
Amendment No. 1: Incorporation of items for EMS- March 2017	\$0.00	\$14,250,000.00
Amendment No. 2: Incorporation of items for EMS- June 2018	\$0.00	\$14,250,000.00

4.0 MBE/WBE goals were not established for this contract.

5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Revised 8/4/2014

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Robert A. Miller 7/14/18

Printed Name: Robert A. Miller  
Authorized Representative

Galls LLC DBA Miller Uniforms & Emblems Inc.  
826 Rutland Dr.  
Austin, TX 78758

Signature & Date:

Liz Lock 7/12/18

Liz Lock, Procurement Specialist II  
City of Austin Purchasing Office

Signature & Date:

Danielle Lord for 7-17-18

Danielle Lord, Procurement Manager  
City of Austin Purchasing Office

## EXHIBIT A

### EMS Badge Specification

#### 1. **Scope and Classification:**

- a. **Scope:** This specification establishes the minimum requirement for EMS Badges for the Austin Travis County Emergency Medical Services (EMS) Department. It includes sections on Scope and Classification, Background Information, Functional Requirements, Performance Requirements, Basic Design, Badge Specifications, Manufacturing Requirement, Samples, Ordering and Delivery, Samples, Warranty, and Other Requirements.
- b. **Classification:** Badges will be used by EMS personnel in the performance of their official duties.

#### 2. **Background:** Badges are custom designed for use by Austin Travis County EMS uniformed personnel. Badges are uniquely numbered to identify cadets and credentialed personnel within the Department.

#### 3. **Basic Design:** Only compliant products shall be considered. All items are approved for use and purchased under the purview of the EMS.

- a. A brand that has been found to meet the requirements of this specification is the Collinson, Item B-7878, Custom badge.
- b. Contractor shall supply the requested brand or a buyer's approved equal.
- c. EMS reserves the right to approve product equivalency.

#### 4. **Badge Specifications:**

- a. The badge shall be manufactured for strength, durability, capability, and uniformity. The badge must match current badge fabrications, detail, color, and features exactly.
- b. See Attachment 1 for Illustrative artwork that has been

provided for field (cadet) and command badges.

- c. Style: Badges will be available in both breast (dome style) and wallet configurations.
- d. Material: Badges are to be struck in solid 85/15 brass in a minimum thickness of .100". All plating shall be heavy gold or rhodium as specified in the order.
- e. Finish: Badges are to be generally oval in shape as illustrated in the attached design. They are to be produced in one pie die struck construction (no applied banners or seals are acceptable).
- f. Badges are to be produced in two finishes: gold tone and silver tone.
- g. The use of a flat finish, in order to emphasize the unique aspects of the design, is allowed in the recessed areas of the badge.
- h. Size: Breast and Wallet Style Badge: the finished badge will measure between 3" and 3 1/8" in length. All other measurements will be proportional based upon the attached design.
- i. Colors: The colors of the badge metal shall be silver (for field) or gold (for command).
- j. Badge Overall Dimensions: All measurements are approximate
  - i. Height: 8 cm
  - ii. Width: 5 cm
  - iii. Thickness: 0.3 cm
  - iv. Seal diameter: 1.8 cm
  - v. Numbers: 0.4 cm high
- k. Design: All badges shall have City of Austin and Travis County seals, as illustrated in the design. The City of Austin seal shall be rendered in three colors (dark blue, red, and white). The Travis County seal shall be rendered in two colors (dark blue and white). The background color on all the lettering panels shall be dark blue.

- l. Numbering: The text color on the bottom text area (illustrated with the '1562' in the attached design) is dark blue to match the other uses of this color throughout the badge. All areas using color will be finished so as to assure lasting colors
- m. Personnel identification number or other combination of symbols, letters, and numbers will be placed on lower text area of the badge as shown in design (illustrated with '1562') and as defined at time of order.
- n. Attachment:
  - i. Badges shall have a heavy duty attachment system (appropriate for their intended use), fusion welded to the back of the badge. This attachment should be warranted for the life of the badge.
  - ii. The fastening pin is hinged at the top center backside of the badge securing at the bottom center backside of the badge.
  - iii. The pin is approximately 60 centimeters in length.
  - iv. The pin is secured by a heavy duty locking mechanism.
  - v. The pin measure approximately 1 centimeter in diameter.
- o. Finish of badge to have a life time guarantee, except in case of misuse or alteration of badge.

**5. Manufacturing Requirements:**

- a. To address security issues inherent with the production of official identification, these badges must be manufactured with the United States of America, no overseas production or outsourcing will be allowed.

**6. Samples:**

- a. A representative badge sample may be requested.

**7. Other Requirements:**

- a. Upon request, Contractor may provide written quote and complete

repairs to badges.

- b. For security reasons, badges shall be collected and shredded before recycling. Contractor shall provide recycling of badges including shredding. A certificate of destruction shall be provided within 2 weeks of receipt of badges certifying the number of badges received and destroyed.
- c. Contractor shall guarantee in writing that badges carrying the name Austin-Travis County Emergency Medical Services with the City of Austin and Travis County seals will be sold only with the submission of a City of Austin EMS Department purchase request order, or with the express written consent of the EMS Executive Director for the City of Austin.

**ATTACHMENT 1:**



Property of the City of Austin

The design illustrated in this image is sole property of the City of Austin and Austin-Travis County EMS. It may not be used, copied, reproduced, or otherwise employed in any manner or in any media unless express written permission is received from Austin-Travis County EMS.

This illustration is provided solely to allow prospective vendors to develop a cost for the required die to be used for the production of the illustrated badge.

**EMS BADGE-SILVER FINISH**

ATTACHMENT 2



Property of the City of Austin

The design illustrated in this image is sole property of the City of Austin and Austin-Travis County EMS. It may not be used, copied, reproduced, or otherwise employed in any manner or in any media unless express written permission is received from Austin-Travis County EMS.

This illustration is provided solely to allow prospective vendors to develop a cost for the required die to be used for the production of the illustrated badge.

**EMS BADGE -GOLD FINISH**



Amendment No. 2  
to  
Contract No. GA140000116  
for  
Industrial Clothing, Supplies, and Services  
Between  
Miller Uniforms & Emblems Inc.,  
and the  
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor name as requested and documented by the vendor.

	From	To
<b>Vendor Name</b>	Miller Uniforms & Emblems Inc., dba Miller Uniforms & Emblems	Galls, LLC., dba Galls aka Miller Uniform & Equipment
<b>Vendor Code</b>	MIL3235500	V00000952876
<b>FEIN</b>	██████████	██████████

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

**BY THE SIGNATURE** affixed below, this Amendment No. 2 is hereby incorporated into and made a part of the Contract.

Danielle Lord,  
Procurement Manager  
City of Austin, Purchasing Office

4/17/18

Date



**Amendment No. 2**  
 to  
**Contract No. MA 8700 GA140000116**  
 for  
**Industrial Clothing, Supplies, and Services**  
 between  
**Galls LLC DBA Miller Uniforms & Emblems Inc.**  
 and the  
**City of Austin, Texas**

- 1.0 The City hereby amends the above referenced contract to incorporate the items listed below as specified line items per Section 1.6 Clarifications and Additional Agreements of the Contract.

Item	Item Description	Manufacturer	Unit Price
FRK 360	FRK 360 Plate Carrier	Point Blank	\$177.94
10260-01 III Plate 10 x 12	Level III 10x12 Plate SC 3 LBS	Point Blank	\$468.72
CUDGNDBS0H	GNXIIIA Side Panels	Point Blank	\$137.20
10260-66	6x6 Full Size Plate	Point Blank	\$235.20
LB6GNDOS0J	Lower AB/Back Extenders set of 2	Point Blank	\$114.24
HLM104KT00	PTH-IIA Tactical Helmet Mid Cut with MSS	Point Blank	\$410.48
HLM106KT00	PTH-IIA Tactical Helmet Mid Cut with MSS	Point Blank	\$410.48
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PCHUP1AC0J	Pouch for Molle Systems Zipper Large Misc/Utility w/ MOLLE	Point Blank	\$57.68
PCHUP2AC0J	Pouch for Molle Systems Zipper 4x8 Horizontal Utility w/ MOLLE	Point Blank	\$37.52

Revised 8/4/2014

PCHUP3AC0J	Pouch for Molle Systems Zipper 4x8 Vertical Utility w/ MOLLE	Point Blank	\$31.36
SOHPC plate carrier	SOHPC plate carrier NO QUICK RELEASE ESAPI Cut for 11x14 Plates	Point Blank	\$206.08
SPLT57SCSQ	STEEL PLATE 555 11x14 Level iii+, Shooter's Cut, single curve	Point Blank	\$134.40
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BAGN00170J	Plate Carrier Bag, Bag 17MD, Carrier and Helmet	Point Blank	\$59.40
PBC874	Austin Travis County EMS Badge	Premier	\$50.00

2.0 The City hereby amends the above reference contract to add Exhibit A- Specifications for EMS Badges.

3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 08/29/2014 – 08/28/2019	\$14,250,000.00	\$14,250,000.00
Amendment No. 1: Incorporation of items for EMS- March 2017	\$0.00	\$14,250,000.00
Amendment No. 2: Incorporation of items for EMS- June 2018	\$0.00	\$14,250,000.00

4.0 MBE/WBE goals were not established for this contract.

5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Revised 8/4/2014

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Robert A. Miller 7/14/18

Printed Name: Robert A. Miller  
Authorized Representative

Galls LLC DBA Miller Uniforms & Emblems Inc.  
826 Rutland Dr.  
Austin, TX 78758

Signature & Date:

Liz Lock 7/12/18

Liz Lock, Procurement Specialist II  
City of Austin Purchasing Office

Signature & Date:

Danielle Lord for 7-17-18

Danielle Lord, Procurement Manager  
City of Austin Purchasing Office

## EXHIBIT A

### EMS Badge Specification

#### 1. **Scope and Classification:**

- a. **Scope:** This specification establishes the minimum requirement for EMS Badges for the Austin Travis County Emergency Medical Services (EMS) Department. It includes sections on Scope and Classification, Background Information, Functional Requirements, Performance Requirements, Basic Design, Badge Specifications, Manufacturing Requirement, Samples, Ordering and Delivery, Samples, Warranty, and Other Requirements.
- b. **Classification:** Badges will be used by EMS personnel in the performance of their official duties.

#### 2. **Background:** Badges are custom designed for use by Austin Travis County EMS uniformed personnel. Badges are uniquely numbered to identify cadets and credentialed personnel within the Department.

#### 3. **Basic Design:** Only compliant products shall be considered. All items are approved for use and purchased under the purview of the EMS.

- a. A brand that has been found to meet the requirements of this specification is the Collinson, Item B-7878, Custom badge.
- b. Contractor shall supply the requested brand or a buyer's approved equal.
- c. EMS reserves the right to approve product equivalency.

#### 4. **Badge Specifications:**

- a. The badge shall be manufactured for strength, durability, capability, and uniformity. The badge must match current badge fabrications, detail, color, and features exactly.
- b. See Attachment 1 for Illustrative artwork that has been

provided for field (cadet) and command badges.

- c. Style: Badges will be available in both breast (dome style) and wallet configurations.
- d. Material: Badges are to be struck in solid 85/15 brass in a minimum thickness of .100". All plating shall be heavy gold or rhodium as specified in the order.
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- f. Badges are to be produced in two finishes: gold tone and silver tone.
- g. The use of a flat finish, in order to emphasize the unique aspects of the design, is allowed in the recessed areas of the badge.
- h. Size: Breast and Wallet Style Badge: the finished badge will measure between 3" and 3 1/8" in length. All other measurements will be proportional based upon the attached design.
- i. Colors: The colors of the badge metal shall be silver (for field) or gold (for command).
- j. Badge Overall Dimensions: All measurements are approximate
  - i. Height: 8 cm
  - ii. Width: 5 cm
  - iii. Thickness: 0.3 cm
  - iv. Seal diameter: 1.8 cm
  - v. Numbers: 0.4 cm high
- k. Design: All badges shall have City of Austin and Travis County seals, as illustrated in the design. The City of Austin seal shall be rendered in three colors (dark blue, red, and white). The Travis County seal shall be rendered in two colors (dark blue and white). The background color on all the lettering panels shall be dark blue.

- l. Numbering: The text color on the bottom text area (illustrated with the '1562' in the attached design) is dark blue to match the other uses of this color throughout the badge. All areas using color will be finished so as to assure lasting colors
- m. Personnel identification number or other combination of symbols, letters, and numbers will be placed on lower text area of the badge as shown in design (illustrated with '1562') and as defined at time of order.
- n. Attachment:
  - i. Badges shall have a heavy duty attachment system (appropriate for their intended use), fusion welded to the back of the badge. This attachment should be warranted for the life of the badge.
  - ii. The fastening pin is hinged at the top center backside of the badge securing at the bottom center backside of the badge.
  - iii. The pin is approximately 60 centimeters in length.
  - iv. The pin is secured by a heavy duty locking mechanism.
  - v. The pin measure approximately 1 centimeter in diameter.
- o. Finish of badge to have a life time guarantee, except in case of misuse or alteration of badge.

**5. Manufacturing Requirements:**

- a. To address security issues inherent with the production of official identification, these badges must be manufactured with the United States of America, no overseas production or outsourcing will be allowed.

**6. Samples:**

- a. A representative badge sample may be requested.

**7. Other Requirements:**

- a. Upon request, Contractor may provide written quote and complete

repairs to badges.

- b. For security reasons, badges shall be collected and shredded before recycling. Contractor shall provide recycling of badges including shredding. A certificate of destruction shall be provided within 2 weeks of receipt of badges certifying the number of badges received and destroyed.
- c. Contractor shall guarantee in writing that badges carrying the name Austin-Travis County Emergency Medical Services with the City of Austin and Travis County seals will be sold only with the submission of a City of Austin EMS Department purchase request order, or with the express written consent of the EMS Executive Director for the City of Austin.



Amendment No.1  
of  
Contract No. GA140000116  
for  
Industrial Clothing, Supplies, and Services  
between  
Miller Uniforms & Emblems Inc.  
and the  
City of Austin

1.0 The City hereby incorporates the following items listed below as specified line items per Section 1.6 Clarifications and Additional Agreements of the Contract.

LINE #	ITEM DESCRIPTION	MFGR	ITEM NUMBER	SIZE	ESTIMATED ANNUAL REQUIREMENT	ALL INCLUSIVE UNIT PRICE
1	Ballistic Vest, Level II. Carrier and panel w customizations	POINT BLANK	R-20D	ALL SIZES	300	\$603.86
2	Safety Jacket, and Liner. ATCEMS FIELD, COMMUNICATIONS AND COMMAND w customizations Hi-VIS B.DRY® RESPONSE PARKA	BLAUER	9848V-70	ALL SIZES UP TO 3 XL	200	\$334.18
3	LINER, Safety Jacket w customizations. COLORBLOCK SOFTSHELL FLEECE JACKET	BLAUER	#4670	ALL SIZES UP TO 3 XL	200	\$142.45
4	COLOR BLOCK PERFORMANCE POLO. SHORT SLEEVE. wEMS Transfer on BACK	BLAUER	8133	X-SMALL TO 3XL	290	\$71.95
5	SHORTS, UNIFORM, FIELD AND BICYCLE TEAM	BLAUER	8841-1X	Men's Sizes 28 to 50.	220	\$63.25
6	Safety Vest w customizations	BLAUER	#339	SM - LRG	150	\$60.36
7	Safety Vest w customizations	BLAUER	#339	2XL-3XL	150	\$60.36
8	COLOR BLOCK PERFORMANCE POLO. LONG SLEEVE. wEMS Transfer on BACK	BLAUER	8143	4XL	80	\$107.84
9	TROUSERS, UNIFORM COMMAND, Unfinished Length.	BLAUER	8810X	Men's Sizes 28 to 50	110	\$70.95
10	SHORTS, UNIFORM, FIELD AND BICYCLE TEAM	BLAUER	8841-1WX	Women's Sizes 2 to 24.	120	\$63.25
11	SUPER SHIRT, POLY/WOOL. SHORT SLEEVE	BLAUER	8446-04W	Women's 28 - 44	100	\$71.45
12	T-SHIRT. LOOSE FIT CREW SHIRT	5.11	40007	UNISEX SMALL - 2XL	200	\$27.90
13	CAP, BASEBALL, UNIFORM, FIELD.	OTTO	A-FLEX STRETCHABLE #19-385	SIZE: ADJUSTABLE	200	\$24.95
14	SUPER SHIRT, POLY/WOOL. SHORT SLEEVE	BLAUER	8446-04W	Women's 46 and above	50	\$92.89
15	SHIRT, UNIFORM, PARAMEDIC FIELD AND COMMAND. LONG SLEEVE	BLAUER	8431	Male Neck Size 14 1/2 -19 1/2	90	\$45.65

2.0 The total contract authorization is recapped below:

Term	Contract Amount for the term	Total Contract Amount
Basic Term: 08/29/2014 – 08/28/2019	\$14,250,000.00	\$14,250,000.00
Amendment No. 1: Incorporation of Items for EMS – March 2017	\$0.00	\$14,250,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: Robert A. Miller 4/7/17

Date

Printed Name: Robert A. Miller  
Authorized Representative  
Miller Uniforms & Emblems Inc.  
826 Rutland Dr.  
Austin, TX 78758

Signature: Erin D'Vincent 4.10.17

Erin D'Vincent, Procurement Specialist IV Date

City of Austin  
Purchasing Office

Reviewed and Approved [Signature] 4/10/17

Danielle Lord Date

Corporate Purchasing Manager



**Financial and Administrative Service Department**  
**Purchasing Office**  
PO Box 1088, Austin, Texas, 78767

August 29, 2014

The City of Austin has approved the award and execution of a contract with your company for the purchase of industrial clothing, supplies, and services in accordance to the solicitation PAX0116.

Project Name:	Industrial Clothing, Supplies, and Services
Contractor Name:	Miller Uniforms & Emblems, Inc.
Contract Number:	GA140000116
Contract Amount:	\$14,250,000
Contract Period:	08/29/2014 – 08/28/2019
Extension Options:	One 60-month options / \$14,250,000
Requisition Number:	8100 14031400255
Solicitation Number:	PAX0116
Agenda Item Number:	49
Council Approval Date:	08/28/2014

A copy of the contract has been attached.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,

Sai Xoomsai,  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
Miller Uniforms & Emblems, Inc. ("Contractor")  
for  
Industrial Clothing, Supplies, and Service**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Miller Uniforms & Emblems, Inc. having offices at 826 Rutland Drive, Austin, Texas 78758, and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP PAX0116.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposals, PAX0116 including all documents incorporated by reference
- 1.1.3 Miller Uniforms & Emblems, Inc.'s Offer, dated May 20, 2014, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.** The Contract will be in effect for an initial term of sixty (60) months and may be extended thereafter for up to one (1) sixty-month extension option, subject to the approval of the Contractor and the City Purchasing Officer or designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$14,250,000 for the initial Contract term and \$14,250,000 for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

**1.5 Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Keith Miller. Phone: (512) 302-5541, Email Address: [keithmiller@milleruniforms.com](mailto:keithmiller@milleruniforms.com). The City will designate a Contract Manager for each Department. The Department Contract Managers for this engagement will be:

Department	Dept Contract Manager	Phone	Email
Animal Services	Joan Hamilton-Huber	(512) 978-0538	Joan.Hamilton-Huber@austintexas.gov
Austin Energy	Michael Roche	(512) 322-6161	Michael.Roche@austintexas.gov
Austin Police Department	Mary Ann Carney	(512) 974-4543	MaryAnn.Carney@austintexas.gov
Austin Resource Recovery	Kayla Reed-Castro	(512) 974-2371	Kayla.Reed-Castro@austintexas.gov
Austin Water Utility	Lydia Torres	(512) 972-0329	Lydia.Torres@austintexas.gov
Aviation	Valerie Slaughter	(512) 530-6327	Valerie.Slaughter@austintexas.gov
Building Services	Roger Stricklin	(512) 974-1727	Roger.Stricklin@austintexas.gov
Austin Code	Ellen Jensen	(512) 974-1998	Ellen.Jensen@austintexas.gov
Austin Convention Center Department	Mark Mason	(512) 404-4066	Mark.Mason@austintexas.gov
Fleet	Cherilyn Wadley	(512) 974-1768	Cherilyn.Wadley@austintexas.gov
Health and Human Services	Vincent Delisi	(512) 978-0319	Vincent.Delisi@austintexas.gov
Homeland Security and Emergency Management	Aoife Longmore	(512) 974-0468	Aoife.Longmore@austintexas.gov
Austin Public Library	Manuel Huerta	(512) 974-7334	Manuel.Huerta@austintexas.gov
Office of the Medical Director	Jeff Hayes	(512) 978-0002	Jeff.Hayes@austintexas.gov
Parks and Recreation Department	Michelle Walker	(512) 974-6709	Michelle.Walker@austintexas.gov
Public Works	Tyler Steinbarger	(512) 974-8720	Tyler.Steinbarger@austintexas.gov
Transportation	Anthony Forcier	(512) 974-7693	Anthony.Forcier@austintexas.gov
Watershed Protection	Donna Lee Bliss	(512) 974-2530	Donna-Lee.Bliss@austintexas.gov
Wireless Communications Services Division	Arletha Guerrero	(512) 927-3262	Arletha.Guerrero@austintexas.gov

1.6.2 The following additional requirements are added to 3.1.11 of the Solicitation's Scope of Work:

1.6.2.1 Contractor shall collect, secure, dispose, and recycle retired uniform items at no cost to the City.

1.6.2.2 Contractor shall collect, secure, dispose, and recycle retired uniforms that were not purchased from the Contractor.

1.6.2.3 Contractor shall destroy any emblems, embroidery, or screen printing of City logos.

1.6.2.4 Contractor shall ensure that recycled uniforms are reused as rags or other purpose acceptable to the City.

1.6.2.5 Collection method for retired uniform items shall be mutually agreed upon by the Contractor and each Department Contract Manager.

1.6.2.6 Contractor shall provide patch removal services for the purpose of recycling used patches at a cost of \$1.00 per patch removed.

1.6.3 Contractor will not re-stock and re-issue uniforms that were previously purchased and accepted by the City.

1.6.4 Contractor does not carry the following product lines: Airgas FR coveralls, Cavenders FR coveralls, OccuNomix, Techline FR hoodies, ValueLineFR, and Workweartoday.com.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**MILLER UNIFORMS & EMBLEMS, INC.**

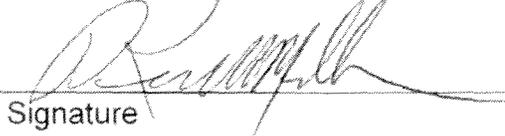
**CITY OF AUSTIN**

Keith Miller

Printed Name of Authorized Person

Michael Benson

Printed Name of Authorized Person



Signature



Signature

Treasurer

Title:

Chief Administrative Officer

Title:

9/3/14

Date:

9/5/2014

Date:

**MILLER UNIFORMS & EMBLEMS, IN.  
650 CANION ST.  
AUSTIN, TX. 78752  
SOLICITATION # PAX0116**

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MILLER UNIFORMS & EMBLEMS, INC.  
650 CANION ST.  
AUSTIN, TX 78752  
512-302-5541

## Offeror Introduction -Solicitation # PAX0116

**Business Organization** – Miller Uniforms & Emblems, Inc. is a family run corporation, State Charter # 1055485, established in 1984 with a single storefront location in Austin, TX. The ownership consists of Robert Miller and Stephen Miller. Officers include Robert Miller, President; Marc Miller, Vice President; and Keith Miller, Secretary/Treasurer. The company has been engaged in providing Uniforms and uniform accessories with custom alterations and embellishments to both the public safety and the industrial sectors since our inception.

**Our Mission Statement** – Miller Uniforms' mission is to provide uniforms and accessories to the public safety and industrial sectors, both public and private, in a fashion that far exceeds the industry norms. Building long lasting relationships with our customers, demonstrating superior product and industry knowledge, providing the latest technology for order processing, tracking, and recording, as well as providing extraordinarily fast and efficient service has been and will continue to be critical to our ongoing success.

MILLER UNIFORMS & EMBLEMS, INC.  
650 CANION ST.  
AUSTIN, TX 78752  
512-302-5541

Solicitation # PAX0116  
STAFF QUALIFICATIONS

**PRINCIPALS**

Robert Miller, CEO/President – Almost 30 years running Miller Uniforms. Extensive knowledge in virtually all aspects of the uniform industry including administering hundreds of City, State, County , and Federal contracts.

Marc Miller – Vice President / Buyer – With Miller Uniforms since 1996. Part of the Management team responsible for buying of inventory, inventory control, scheduling and work flow for the seamstresses.

Keith Miller – Secretary/Treasurer – With Miller Uniforms since 1997. Part of the management team responsible for all financial aspects of the business, managing the embroidery, heat transfers, and screen printing part of the business. Also responsible for growth planning, buying of all industrial inventory, project management, systems implementation, working with suppliers, and managed or co-managed numerous

City, State, County and Federal contracts over the past 17 years.

**Robin Miller** – Major Contract Administrator – With Miller Uniforms since 2000. Part of the management team responsible for work delegation, quality control, and working with major suppliers, outside sales and customer relations. Also, fully responsible for a large number of major City, State, and Federal contracts.

**Ben Irvine** – Part of the management team, he is responsible for all the floor staff, including product training, ongoing cross training of staff to provide for seamless service in the case of short staff days, scheduling, quality control, and customer relations. He is also part of the IT team involved with the On-Line ordering & record keeping systems already in place for some major accounts.

## **STAFF**

**Support Staff** – We employ 5 full time floor staff to handle local accounts with a combined over 40 years of experience.

**Alteration Staff** – We employ 13 seamstresses/Tailors with well over 200 years of combined experience. Quality and productivity are the results of such a qualified staff. Maria Hernandez holds the position of sewing manager with over 17 years with Miller Uniforms. Julia Rodriguez is asst. manager with over 27 years with Miller Uniforms.

**Balance of support staff** – The balance of the 38 employees consists of shipping and receiving personnel, order pullers, quality control, embroidery and heat transfer personnel.

**Local Economic Impact** – All personnel live and work in the city of Austin and/or surrounding communities. Consequently the dollars earned under this contract will stay in the local economy.

**MILLER UNIFORMS & EMBLEMS, INC.  
650 CANION ST.  
AUSTIN, TX. 787525**

**Solicitation # PAX0116**

**Proposal**

This solicitation calls for exactly what our company has been doing for the last 29 years for numerous City, County, State, and Federal agencies.

If awarded this contract, we would be performing all the requirements with our own resources with the exception of screen printing. We would be subbing out the screen printing to a local screen printer, SRI Monogramming.

All necessary patch applications, alterations, hems, and embroidery would be done in house here at our facility.

We currently utilize the latest Enterprise Suite Program System to operate our on-line ordering and record keeping system for Austin PD, Texas DPS and Austin-Travis County EMS. This system is very user friendly and encompasses virtually everything our end users want in their system including auto emails for authorizers, and any and all reporting capabilities.

Since Miller Uniforms already has this system in place it would be a matter of customizing the system for this contract as needed and maintaining end user sizes and special notes. All items, in all sizes, in all colors, and with specific embellishment details would be specific to each City dept..

Although we currently have these systems in place we would have to customize the system for each dept.

We not only have an in house IT specialist, we also employ an outside company to be at our beckon call for any issues that come up and to do the programming for this system.

Since this way of purchasing is somewhat new to the City and the industry we feel that there is not a better fit than to team up with a company that already has the experience, knowledge, and qualifications to handle a contract of this size and this level of service.

We are also already familiar with most of the embellishments that are done to these items having already been doing business with most, if not all, of the depts. included in this contract.

This experience will help the transition to this new contract be as seamless as possible.



**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**REQUEST FOR PROPOSAL (RFP)**

**SOLICITATION NO:** PAX0116

**DATE ISSUED:** 03/31/2014

**COMMODITY/SERVICE DESCRIPTION:** Industrial Clothing, Supplies, and Service

**REQUISITION NO.:** 14031400255

**COMMODITY CODE:** 20092

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** 04/10/2014, at 9:00 am, local time

**LOCATION:** 15 Waller Street, 3<sup>rd</sup> floor Conference Room

**FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:**

Sai Xoomsai Purcell  
Senior Buyer Specialist

**Phone:** (512) 972-4016

**E-Mail:** [sai.xoomsai@austintexas.gov](mailto:sai.xoomsai@austintexas.gov)

**PROPOSAL DUE PRIOR TO:** 05/13/2014, 2:00 pm, local time

**PROPOSAL CLOSING TIME AND DATE:** 05/13/2014, 2:00 pm, local time

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

Terra Green

Buyer II

**Phone:** (512) 972-4022

**E-Mail:** [terra.green@austintexas.gov](mailto:terra.green@austintexas.gov)

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

**SUBMIT 1 ORIGINAL DOUBLE-SIDED AND 10 (TEN) ELECTRONIC COPY OF YOUR RESPONSE. The electronic version must be in pdf format.**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	13
0500	SCOPE OF WORK	12
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0825	WORKPLACE CONDITIONS AFFIDAVIT – Complete and Return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

**I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.**

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.**

Company Name: Miller Uniforms & Emblems Inc.

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Keith Miller

Title: Treasurer

Signature of Officer or Authorized

Representative: 

E-Mail Address: Keithmiller

Phone Number: 512-302-5541

**\* Proposal response must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS:** The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM:** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK:** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE:**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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PURCHASING OFFICE  
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13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. RIGHT TO AUDIT:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.
19. **WARRANTY – PRICE:**
- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
  - B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
  - C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

**A. Definitions:**

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
  - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
  - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

**B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).**

**A. General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

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- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions**

- 33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile, email, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
- 35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the

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Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty

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thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the

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mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

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54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity**: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance**: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
  - ii. "Cost of components" means -
    - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
    - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
  - iii. "Domestic end product" means-
    - (1) An unmanufactured end product mined or produced in the United States; or
    - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
  - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
  - v. "Foreign end product" means an end product other than a domestic end product.
  - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a – 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to [sai.xoomsai@austintexas.gov](mailto:sai.xoomsai@austintexas.gov) no later than close of business ten calendar days before the proposal due date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:

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- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **PROPOSAL / RESPONSE BOND: ("BOND")**

- A. All Offers shall be accompanied by a Bid / Proposal / Response Bond in an amount of not less than five percent (5%) of the total Offer. The Bid / Proposal / Response Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
- B. The Bid / Proposal / Response Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Bid / Proposal / Response Bond will be returned to the Offeror. The Bid / Proposal / Response Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Bid / Proposal / Response Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.

4. **PERFORMANCE BOND:**

- A. The Contractor shall provide a Performance Bond in an amount equal to **2%** of the Contract amount within fourteen (14) calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

5. **TERM OF CONTRACT:**

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- A. The Contract shall be in effect for an initial term of **60 months** and may be extended thereafter for up to **one additional 60-month periods**, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
  - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
6. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
7. **DELIVERY REQUIREMENTS:**
- A. Delivery is to be made within five (5) business days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
  - B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
  - C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
  - D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
8. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.
  - B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
9. **RESTOCKING FEES:**
- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
10. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

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- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

**ITEMS 11 AND 12 BELOW COVER SAMPLES – EXACT REPLICA AND REPRESENTATIVE THAT MAY BE REQUIRED BY VARIOUS DEPARTMENTS**

**11. SAMPLES – EXACT REPLICA:**

- A. If Offeror proposes a manufacturer other than specified in this Solicitation, Offeror shall submit an exact replica of the goods to be provided. This sample shall be provided within two (2) working days after request by the City.
- B. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- C. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.
- D. For Austin Energy, send samples to the following address:

City of Austin	
Department	Austin Energy
Address	721 Barton Springs Rd
City, State Zip Code	Austin, TX 78704
Attn:	Gage Loots

Other departments may request exact replica sample on as needed basis. Address will be provided at time of request.

**12. SAMPLES – REPRESENTATIVE:**

- A. The Offeror shall submit a representative sample of the goods to be provided per specification RFP PAX0116. This sample shall be provided within five (5) working days after request by the City. At a minimum, the representative sample shall reflect the following:

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- B. The Offeror must also submit with the sample a statement from the manufacturer that guarantees the goods will be manufactured in accordance with the City specifications and that delivery requirements will be met. Failure to do so may subject the Offer to disqualification from consideration for award.
- C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- D. Samples will be provided at no cost to the City, will be retained by the City, and may be used in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

13. **PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
  - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30-calendar days after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

14. **WORKPLACE CONDITIONS CODE ("CODE"):**

- A. The Austin City Council adopted Ordinance No. 20070621-152 (**Attachment E**) on June 21, 2007, enacting the Workplace Conditions Code. The policy defined in this code applies to the procurement and laundering of apparel in City contracts exceeding \$5,000. Procurement includes contracts, purchases, rentals, leases, or allowances and voucher programs. Apparel refers to all garments or items of clothing any part of which is a textile produced by weaving, knitting or felting; and all shoes and other footwear as well as corresponding accessories.
- B. In this code:
  - i. Contract means an agreement to procure equipment, goods, materials or supplies for an amount exceeding \$5,000 to be purchased or provided at the expense of the City, and shall be construed to incorporate the definition of Contract in the City's Standard Purchase Definitions.

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- ii. Vendor means a person, partnership, corporation, or other entity that has a current procurement relationship, that is entering into a Contract with the City for the performance of all or some of the work included in the scope of services for the City, or is submitting an Offer to provide products or services to the City.
- iii. Worker means:
  - (1) any employee of a Vendor who contributes to the provisions of goods to the City under a contract, including but not limited to any manufacturing or assembling of goods;
  - (2) any individual who may be required or directed by any employers, in consideration of direct or indirect gain or profit, to engage in any employment, or to go to work or be at any time in any place of employment; and
  - (3) includes individuals whose work is permanent or temporary, on a full-time or part-time basis, as a contractor or payroll employee.
  
- C. **Prohibition of Sweatshop Conditions:** A vendor who engages in or submits Offers for City contracts shall comply with the requirements in each subsection and may not supply goods or services to fulfill a City Contract except as provided below. These requirements shall be known as the Workplace Conditions Code.
  
- D. **Compliance with All Laws:** A Vendor shall comply with all federal, state, and local laws and workplace regulations, including those regarding benefits, workplace health and environmental safety, freedom of association, and the fundamental conventions of the International Labor Organization, including those regarding forced and child labor and freedom of association.
  
- E. **Harassment and Abuse:** A Vendor shall not engage in behavior that harasses or abuses a worker in a physical, sexual, psychological, or verbal manner. Nor shall a Vendor use corporal punishment in its employment practices.
  
- F. **Discrimination:** A Vendor shall not engage in discriminatory employment practices, as defined in Title 5 of the City Code, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin in hiring, salary, benefits, advancement, disciplinary action, termination, or retirement. A Vendor shall not require pregnancy tests as a condition of employment nor demand pregnancy tests of employees. Women workers shall receive equal treatment and remuneration, including pay, benefits, and the opportunity to fill a position that is open to a male worker.
  
- G. **Exposure to Toxins:** A Vendor shall not expose a worker to toxic chemicals that may endanger a worker's health. A Vendor shall take appropriate measures to safeguard workers when any aspect of work requires exposure to any toxic chemical. If a federal, state, or local occupational safety or health law or regulation applies to the workplace condition, compliance with such a law or regulation is not a violation of this subsection.
  
- H. **Wages and Benefits:** A Vendor shall pay wages that comply with the Living Wages and Benefits Provision contained in this Solicitation.
  
- I. **Wage and Hour Records:** Vendors shall maintain verifiable wage and hour records for each production worker, employee or independent contractor.
  
- J. **Working Hours:** A vendor shall not require hourly and quota-based employees to work more than 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture, whichever is lower. In addition, Vendors shall provide a worker with days off, as provided by applicable labor law.
  
- K. **Overtime Compensation:** A vendor shall not require a worker to work overtime hours unless the worker is paid at a rate of at least one-and-one-half their regular hourly compensation rate as provided by the federal Fair Labor Standards Act.

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- L. **Termination:** A vendor shall provide for a mediation or grievance process to resolve workplace disputes if required by federal law.
- M. **Closure to Avoid Compliance:** A vendor may not close or reduce orders for a production facility:
- i. as a punitive measure against workers for exercising their right to freedom of association; or
  - ii. to avoid its responsibility to take corrective action after there has been a determination that there was a violation of the Workplace Conditions Code.
- N. **Vendor Recordkeeping Requirements:**
- i. Each City contract shall include the contractor's agreement to comply with the requirements of this Code and shall incorporate this Code by reference.
  - ii. For every Offer or Contract for production of goods or provision of services covered by this policy, each Offeror or Contractor shall submit to the City the following:
    - (1) An affidavit setting forth the following information (**see the Workplace Conditions Affidavit included in the Solicitation**):
      - (a) The country of production and names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this policy, which shall be updated to show any changes in Subcontractors or facilities during the term of the Contract; and
      - (b) An initial copy of each facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any.
    - (2) An agreement in which the Contractor commits to the following:
      - (a) That the Contractor and each proposed supplier or Subcontractor will adhere to the Workplace Conditions Code;
      - (b) That a copy of this Code has been furnished to each of the Contractor's suppliers or Subcontractors; and
      - (c) That the Contractor has required each supplier to post a copy of this Code, including a procedure for filing complaints, in a location that is visible, obvious, and accessible in the workplace and translated into the each worker's first language; and
    - (3) A description of any claims or legal actions related to discrimination or worker wages, hours, or working conditions filed against the Contractor in any local, state, or federal administrative agency or court in the preceding five years; and
    - (4) Any other information deemed necessary by the City for the administration and enforcement of this policy.
  - iii. Each Contractor shall retain the documents described in Subsection (N) for a period of three (3) years after the date that the City contract is terminated.
  - iv. Each Contractor shall maintain regular payroll records and make such records available to the City or its agents upon the City's request. If the City makes a request under this subsection for the Contractor's payroll records, the Contractor shall also produce the payroll records of its Subcontractors or suppliers to the City or its agents. The City may make such a request directly to a Subcontractor who shall be required to submit such records directly to the City or its agents on request. If requested by the City or its agents, all payroll records shall be accompanied by a statement signed by the Contractor, stating that the records are complete and accurate.
  - v. During each year of the term of a Contract, the City or its agents may request a written assurance from the Contractor and each of its Subcontractors that the Contractor and its Subcontractors and suppliers are in compliance with this Code. The Contractor shall provide the written assurance within the time period specified by the City or its agents, which shall not

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be less than fourteen (14) calendar days from the receipt of the request. A written assurance containing false or inaccurate information constitutes a breach of Contract.

- vi. All records required to be maintained by this Code shall at all times be open to inspection and examination of the duly authorized officers and agents of the City.
  
- O. **Compliance; Verification:** Each Contractor shall cooperate fully with an investigation by the City or its agents. An investigation may include random site inspections of any worksite on which all or a portion of the Contract is performed, access to workers to discuss compliance with this Code, and access to any record required to be maintained by this Code.
  
- P. **Enforcement; Penalties:**
  - i. **Complaints:** Any person may complain of a violation of this Code. The City, including its agent designated for this purpose, shall receive and investigate complaints.
  - ii. **Requests for Information:** Upon receiving a complaint alleging noncompliance with this Code, the City shall contact the Contractor in a timely manner, by certified letter, that the Contractor or its Subcontractor is the subject of the complaint. The City shall describe the alleged violation and the requirements for responding to the notice. The Contractor must respond in a timely manner with evidence that the violation did not occur, or if it did, a detailed plan for corrective action.
  - iii. **Access to Production and Distribution Facilities:** For administration and enforcement purposes, a City Contractor shall provide the City with immediate access to a facility or operation that is the subject of a complaint in order to inspect the facility or its operations and records, or to interview workers.
  - iv. **Independent Audit:** If the City is unable to verify compliance, it may require an independent audit at the expense of the Contractor, followed by a public report verifying either that the violation did not occur, or in the event that a violation did occur, that corrective action has or has not been effective.
  - v. **Remediation:** On a finding that a violation of this Code has occurred at a Contractor's production facility, the City and the Contractor shall meet to consult to develop to a remediation plan, of which the City shall have right of approval as set forth in the City's Standard Purchase Terms and Conditions. Corrective action shall include all steps necessary to correct the violations, including:
    - (1) providing prompt notice to workers in the first language of each worker of the remediation plan and the prescribed corrective actions;
    - (2) paying back wages to workers who worked to manufacture products or services supplied to the City; or
    - (3) re-instating a worker who has been dismissed in violation of the law.
  - vi. **Training On Workplace Conditions:** At a facility or operation of a Contractor determined to be in violation of this Code, the Contractor shall provide workplace rights training for workers and best practices training for supervisory and management staff. The Contractor shall bear the expense of the training. Upon the City's request, the Contractor shall submit its training materials to the City for its review and approval before distribution to supervisors, managers, and employees.
  - vii. **Summary of Corrective Actions:** The City may require that a Contractor provide a written summary of the steps taken to remedy noncompliance with this code. The summary may include any difficulties encountered in attempting to correct noncompliance. The Contractor shall provide the written summary within the time period specified by the City.
  - viii. **Sanctions:** The City may impose sanctions if a Contractor knowingly provides misinformation or falsified information to the City or if a Contractor refuses to remedy a violation of this Code in a timely manner. Sanctions may include termination of the Contract for cause due to breach of contract, termination of a Contract without notice, financial penalties, debarment from eligibility to submit Offers on City Contracts, or suspending the Contractor's ability to submit Offers on City Contracts for a period to be determined by the City Manager.

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- ix. **Debarment and Suspension**: In the event that a Contractor is debarred, the City Purchasing Officer will remove the Contractor from the City's Vendor List. In the event of suspension, the Purchasing Officer will remove the Contractor from the list for the period specified in the non-compliance sanction.
- x. **Protest**: A Contractor may protest findings, sanctions, penalties, suspension or debarment under this Code as prescribed in the City's Solicitation (see Protest Procedures in Section 0200 of the Solicitation).

15. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**ITEMS 16 AND 17 BELOW COVER WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION THAT MAY BE REQUIRED BY VARIOUS DEPARTMENTS**

16. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
  - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
  - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
  - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.

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- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

17. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the City Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City building and security badges must be on display at all times when in the building. Failure to do so

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may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

18. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
  - i. The following definitions apply:
    - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
    - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
    - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
    - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
    - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
  - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
    - (1) Utilize final Compilation data instead of Preliminary data
    - (2) If the referenced index is no longer available shift up to the next higher category index.
  - iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 75%
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Database Name: Producer Price Index Industry Data	
Series ID: 4481	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: n/a	
Description of Series ID: Clothing Stores	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 75%	
Weight % or \$ of Base Price: 25%	
Database Name: U.S. Department of Labor Employment Cost Index for Wages and Salaries	
Series ID: CIU2020000430000A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: n/a	
Description of Series ID: Private Industry Workers	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 25%	

E. **Calculation:** Price adjustment will be calculated as follows:

**Adjustment of a Portion of the Base Price:** A portion of the Base Price changes such that only part of the price is adjusted, while the balance of the Base Price remains fixed. The portion of the Base Price subject to adjustment is defined in D iii. above.

Index at time of calculation
Divided by index on solicitation close date
Equals change factor
Multiply the Base Price by the portion of Base Price subject to change = weighted portion
Multiply the weighted portion times the change factor
Equals the Adjusted Price for the portion of the Base Price subject to the Index change
Add the portion of the Base Price not subject to adjustment
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

19. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental

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agencies through an interlocal cooperative agreement.

\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**Scope of Work  
Solicitation No. RFP0116  
Industrial Clothing, Supplies, and Service**

**1.0 Purpose**

This contract is for uniforms, supplies, sewing, and alterations for various departments for City of Austin (COA) personnel. It is the City's preference to award a single contract for all uniform needs and services described herein; however, the City reserves the right to make multiple awards based on individual or groups of specific line items, by cost, convenience, or any criteria deemed to be most advantageous by the City. The City also reserves the right not to award any line items or group of line items.

The City seeks a Contractor to provide a uniform services model that includes professional sizing, alterations, and Arc rated clothing at the Contractor's local facility. The Contractor shall recognize that City employees have varying shifts depending on the work they perform. As such, employees may visit the local facility (storefront) to try-on, alter, purchase, exchange/return items during regular store hours. Alternatively, items may be drop-shipped to the City Department and then taken to the storefront for alterations and/or exchanges/returns.

It is required that the Contractor provide and manage a web-based ordering system that will allow the City to place orders for uniform items online using a unique password and user id. The City also requires online reporting that tracks uniforms, supplies, and services issued by department, employee, item type, and total. Information maintained inside this system shall be readily exportable in a common data format as determined upon contract award and execution. The City will export data on a recurring basis and at the conclusion of the contract. All data maintained for the City is the property of the City. Each Department shall have the option to utilize the web-based ordering system and recordkeeping system if they choose to do so at any point within the contract.

The Contractor is required to operate a storefront within the Austin Corporate City Limits and an online ordering system with recordkeeping capabilities.

**2.0 Definitions**

- 2.1 Standard sizes refer to sizes of the general population that are traditionally stocked and sold off the shelf.
- 2.2 Nonstandard sizes refer to reduced and extended sizes that are considered more uncommon and are provided by a manufacturer by special or custom requests. Extended sizes should be available through size 10 XL and extra-long.
- 2.3 Repairs means to return or restore a broken, damaged, or failed uniform item to an acceptable operating condition or state.
- 2.4 Alteration means to modify or resize a uniform item to an acceptable operating condition or state.
- 2.5 The application of patches means to produce and sew on customizable COA logo patches on to hats, uniforms, and jackets.
- 2.6 The application of embroidery means to produce and sew on department and/or employee names on to hats, uniforms, and jackets.

**3.0 Uniform Tasks/Requirements**

**3.1 Contractor's Responsibilities**

- 3.1.1 Contractor shall have experience providing similar services for similar volume sized agencies for a minimum of the past five (5) previous years and should provide documented proof with their proposal in the form of references.

**Scope of Work**  
**Solicitation No. RFP0116**  
**Industrial Clothing, Supplies, and Service**

- 3.1.2 The Contractor shall offer online catalog accessibility to the City Department Contract Manager and personnel upon execution of the contract.
- 3.1.3 Upon request by the City following contract award, the Contractor may be asked to submit the manufacturer's catalog electronically or provide alternate documentation that all brands listed under Attachment A are currently commercially available.
- 3.1.4 For those items that are unique in sizing, custom-sized, not cost effective, or not readily available to purchase from this Contract, the City reserves the right to purchase those items off-Contract, from a third party. The Contractor shall not be responsible for any purchases or transactions made off-Contract or through a third party.
- 3.1.5 Contractor shall supply written laundering and care instructions to each employee for each order. Instructions shall be in compliance with industry best practices and manufacturer recommendations for each product.
- 3.1.6 **Specifications for apparel and accessories (softgoods) and personal protective equipment (hardgoods).** Items shall meet the specifications described below:
- 3.1.6.1 Each item shall be tagged with standardized sizing, material, and care labeling.
- 3.1.6.2 All items and materials shall perform under normal wear and tear for at least twelve (12) months with no ripping or unraveling of seams, stitching, points of stress, or failure of glue or other adhesives.
- 3.1.6.3 All items and materials shall be designed and manufactured to withstand extensive field use.
- 3.1.6.4 All fabric shall meet or exceed the standard shrinkage allowance of approximately 2%, be colorfast, durable and guaranteed machine-washable. The fabric used shall include a fashion clear finish and soil release that combines with color bright retention, has moisture absorbency, and provides maximum comfort.
- 3.1.6.5 All items shall be packaged for delivery in accordance with industry standards.
- 3.1.6.6 Arc Rated Jeans Minimum Requirements
- In the event Offeror proposes another brand and or style as an "equivalent," below are the minimum requirements:
- a. One relaxed style and one original and/or straight leg fit style for both the men and women's Arc jeans.
  - b. At least one 100% FR cotton style option for men and women's AR jeans.
  - c. An Arc Rating (ATPV): 12.0 cal/cm<sup>2</sup> or higher.
  - d. No hammer loops on AR jeans.
  - e. Exterior labels showing the jeans to be AR (flame resistant).

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**Industrial Clothing, Supplies, and Service**

- f. Meets ASTM 1506, NFPA 70 E and OSHA 29 CFR 1910.269 requirements.
- g. AR jeans shall have a washing instructions label sewn inside it.
- h. Shall have readily available stock.

3.1.6.7 Flame Resistance (FR) Henley

- a. ATPV (Arc Rating) equal 10.9 or higher
- b. Fabric: 88% cotton 12% high tenacity nylon Indura® Ultra Soft® or buyer approved equivalent meeting NFPA 70E, ASTM F1506, and OSHA 1910.269.
- c. Collar: Matching ribbed knit collar set two-needle stitching at neck hole.
- d. Sleeves: Long sleeves with lined rounded cuffs. Sleeves are attached with a two-needle coverstitch.
- e. Front: Plain with 1-3/8" wide placket front, 6" long with two, 20 ligne, woodtone buttons. Outside edge of placket is stiched to shirt front. Close shoulder seam is constructed with a two-needle coverstitch.
- f. Back: One piece back with "FR" embroidered logo in black and red thread in yoke area. Inside back has a coverstitched half-moon shaped yoke piece for attaching label.
- g. Pockets: One left breast pocket with round bottom and lined, coverstitched hem. Pocket dimensions are 4 5/8" x 5 1/4", set with edgestitching and rectangle tack at each upper corner.
- h. Patch: Shall be embroidered on such that the bottom of the lightning bolt is 3/4 inch above the left pocket centered. Heat sealing shall not be acceptable.
- i. Label: All shirts have a label permanently attached in the lower right side seam indicating lot number, size, and fiber content. A label permanently attached at the bottom right front indicates brand identification, care instructions, and MADE IN USA. A swiftack label attached to shirt contains all of the above information plus the statement "**Secondary Protection Only.**" Indura® Ultra Soft® brand label is attached on the outside of the lower right front.
- j. Sizes: Small (14-14½), Medium (15-15½), Large (16-16½), X-Large (17-17 ½), 2X-Large (18-18½), and 3XL (19-19½ ), and 4XL(20-20½). Long lengths available in sizes Large – 4X-Large.

3.1.6.8 Flame Resistant (FR) Work Shirt

- a. Arc Rating (ATPV) equal 8.7 or high
- b. Fabric: 88% cotton 12% high tenacity nylon Indura® Ultra Soft® or buyer approved equivalent meeting NFPA 70E, ASTM F1506, KHAKI in color.

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**Solicitation No. RFP0116**  
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- c. Collar: Dress style buttondown banded collar, fully lined with cotton, 1/4" topstitching. Band is lined with cotton, and is two needle topstitched. Collar points are secured with a 14 ligne woodtone button/buttonhole closure.
- d. Sleeves: Long sleeves with lined rounded cuffs lined. Cuff width 2-1/2", topstitched 1/4". Sleeves have a 1-1/8" wide finished placket with button/buttonhole closure and are set with a safety stitch and two needle topstitching.
- e. Front Closure: Top center left front 1-1/2" lined with cotton, 7/8" hemmed right front. Seven 20 ligne four hole woodtone buttons. Buttonholes are lockstitched. One pocket and flap each front. One each 14 ligne and 20 ligne spare replacement buttons at bottom right front.
- f. Back: One pleat each side with two piece yoke, bottom hemmed 3/16". Close sides seams are felled.
- g. Pockets: One oversized hex pocket on each front, set with two needle topstitching and bartack reinforced at each upper corner. Self-material pencil compartment in left pocket. Button through closure on pockets
- h. Patch: Shall be sewn on such that the bottom of the lightning bolt is 3/4 inch above the left pocket centered. Heat sealing shall not be acceptable.
- i. Label: All shirts must have a label permanently attached indicating lot number, size, and fiber content. A second label permanently attached must indicate brand identification, care instructions, and location made. On long sleeve shirt, a label tab printed with "FR" must be inserted to be viewable when worn. A label must be attached to shirt containing all of the above information plus the statement "**Secondary Protection Only.**"
- j. Sizes: Small (14-14 1/2), Medium (15-15 1/2), Large (16-16 1/2), X-Large (17-17 1/2), 2X-Large (18-18 1/2), and 3-XL (19-19 1/2). Sleeve lengths: S (32"), M (34"), L(36"), and XL (38"). Sizes of shirts will range from 13 1/2 x 28 1/2 to 22 x 38.

3.1.7 **Sewing, Embroidery, Screen Printing, and Alteration Services** - The services outlined in this section refer to services that take place at the release of an order and after the initial purchase of the item and the City's acceptance.

If emblem sewing, emblem removal, or alteration permanently damage a garment and results in the garment being unusable, Contractor shall be liable for replacement cost of garment. The Contractor shall replace unusable garments within five (5) business days.

3.1.7.1 Sewing

- a. The Contractor shall attach emblems, patches, and embroidered name strips as requested or according to given specifications.

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- b. The Contractor shall provide emblem sewing (including attaching and removing patches, embroidered name strips, etc.)
- c. Emblems, patches, and name stripes are to be provided by the City or the Contractor and sewn on by the Contractor for all City of Austin patches, emblems, and name strips.
- d. Uniform Shirts, Jacket, and Caps
  - The Contractor shall sew on any emblems, patches, and embroidered name strips to each uniform shirt, jacket, or cap prior to picking up or shipping the completed product.
  - Sewing shall be double stitched to ensure patch does not detach from clothing.
- e. Trousers
  - Trousers shall be altered to the hem size indicated on the order prior to picking up or shipping the completed product. The City reserves the right to order trousers without a hem.
  - Alterations of hems on pant legs shall not have multiple folds and shall be sewn in place.
- f. Stitching
  - Thread tension shall be evenly maintained to eliminate tight or loose stitching.
  - Seam allowances shall be maintained to eliminate all raw edges, run-offs, twists, pleating, or open seams.
  - All seams carrying load or stress shall be double-stitched.
  - Seam ends shall be tacked or secured by other seams.
  - Stitching line ends and thread breaks shall be overlapped by at least one-half inch.
  - All stress areas shall be secured with bar tacks or other reinforcements.

**3.1.7.2 Embroidery and Silkscreen/Screen Printing**

- a. On occasion, the City may request special run uniform items for embroidery or silkscreen/screen printing. The City will work with the Contractor to finalize the placement and design of all embroidery or silkscreen/screen printing.
- b. The Contractor shall provide embroidery of items as requested. The City will be responsible for art charges and a one (1) time set up fee for any new designs, emblems, and/or logos.
- c. All screen-printing shall be opaque plastisol type ink. The Contractor shall provide ink color varieties.
- d. The Contractor shall provide a sample of the final product and submit it for City approval. Contractor shall not start production without written approval from the City

**3.1.8 Return and Exchange**

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- 3.1.8.1 If the City deems it necessary to return or exchange items purchased under this contract within thirty (30) calendar days of receipt, the Contractor shall permit return or exchange at no additional charge. There shall be no restocking or freight charged to the City for return or exchange of any garment purchased.
- 3.1.8.2 If there is a difference in price of the items exchanged, Contractor shall invoice the City for the difference or provide the City with credit.
- 3.1.8.3 Contractor shall agree to issue credit of any merchandise returned in good condition or received by the City damaged within thirty (30) calendar days after receipt of goods without any restocking or handling charges.
- 3.1.8.4 The Contractor shall guarantee exchange of ill-fitting items within five (5) business days of notification for standard sizes and ten (10) business days for non-standard sizes.
- 3.1.8.5 Garments with patches and/or embroidery will only be returned or exchanged if the Contractor has provided incorrect or damaged goods.
- 3.1.9 **Samples, Certification and Test Requirements**
  - 3.1.9.1 During the term of the contract, the Contractor will be required to submit a sample of each item requested, at no cost to the City. Samples submitted by the Contractor will become property of the City, will not be considered part of any future order, and will be retained as quality control samples throughout the life of the contract. Samples will not be returned at the end of the contract.
  - 3.1.9.2 The Contractor shall provide samples within five (5) business days after notification by the City.
  - 3.1.9.3 The Contractor shall submit a published sizing chart for each sample item, showing the key measurements (chest, waist, hip, etc.) for each size as well as a written certification of manufacturer, material type, and weight.
  - 3.1.9.4 The City reserves the right to submit the requested samples for testing by any testing laboratory selected by the City, in order to verify conformity to the stated specifications and/or certifications. If samples do not pass inspection tests, the Contractor shall pay for the cost of testing.
- 3.1.10 **Ordering, Delivery, Training, and Uniform Retirement**
  - 3.1.10.1 The Contractor shall provide a web-based ordering system that can be accessed by each City Department with a unique password, provide a pick list of standard uniform items, alterations, and repair services to order, and an order history for the City to review and track.
  - 3.1.10.2 The Contractor shall allow City staff to buy extra uniform items at the Contractor's local facility from any approved catalog for contract pricing with their own personal funds.
  - 3.1.10.3 Contractor shall not place minimum quantity requirements on orders for any item.

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- 3.1.10.4 The Contractor shall process orders within five (5) business days after receiving order by Department's Contract Manager (except weekends and City approved holidays) for all items that do not require custom embroidery, patch application, or the application of a name tab. The Contractor shall process orders within ten (10) working days if the item requires embroidery, patch application or the application of a name tab.
- 3.1.10.5 The Department's Contract Manager shall be able to order alterations or repairs to uniform items online off a set menu. Once the City Department's Contract Manager has generated the purchase order, City staff will take the uniform item to the Contractor's local facility, and the Contractor shall complete repairs and alterations within five (5) days of drop-off at Contractor facility.
- 3.1.10.6 The Contractor shall notify the Department's Contract Manager by email or phone when the order is ready to ship or ready for pickup at the Contractor's location.
- 3.1.10.7 Alterations will be picked up at Contractor's storefront. City staff will try on and approve garments prior to accepting product.
- 3.1.10.8 All orders shall include the following on packing slip:
- Department name
  - Purchase Order number
  - Employee name
  - Description of items shipped
  - Quantity of items shipped
  - Unique reference number that tracks the order from origin to receipt of invoice
- 3.1.10.9 Shipped orders shall be packaged in individual bags with the end users name indicated on the outside of the package when the end users name is identified.
- 3.1.10.10 The Contractor shall provide any needed training and customer service support by email and phone to City staff for the online ordering system throughout the life of this contract.
- 3.1.10.11 The Contractor shall provide kiosk at storefront for walk in City staff.
- 3.1.11 Collecting, Securing, Disposing, and Recycling of Retired Uniforms Requirement**
- 3.1.11.1 City Departments may require standard uniform items to be turned in on a "one for one basis" in exchange for new issues.
- 3.1.11.2 The Contractor shall collect used standard uniform items from the City staff member at the Contractor's local facility when a new order is picked up by the City staff member.
- 3.1.11.3 The Contractor shall record on an electronic record if the City staff member did not turn in the prerequisite number of uniform items required. A report identifying the name of the City staff member, along with what uniform items were not turned in to the Contractor, shall be

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available for the contract administrator to review on at least a weekly basis.

3.1.11.4 The Contractor is not required to enforce the City's uniform exchange policy. Department management will follow up with personnel as needed.

3.1.11.5 The Contractor shall be responsible for collecting, securing, disposing, and recycling of retired uniform items in the most secure and sustainable way.

**3.1.12 Reporting and Invoicing Requirements**

3.1.12.1 Contractor shall email a monthly invoice with a report showing the detail of all purchases for the month to each City Department within ten (10) business days after the end of the reporting month.

3.1.12.2 Only items or services received and signed off by Department Contract Manager may appear on the invoice.

3.1.12.3 Electronic reports shall be made available on demand by the Contractor to the Department Contract Manager. The reports shall show a detailed description of line items or services purchased by the City and the total quantities and dollar value of items and services purchased with the capability of filtering by a selected date range (daily, weekly, monthly, quarterly, or yearly), and item/service type.

3.1.12.4 Additional technical information regarding the Online Ordering System is detailed below:

- a. Reporting metrics shall include at a minimum: number of orders submitted; number of orders filled; number of backorders; total sales; total sales by department; sales by type of garment, brand and manufacturer.

**3.1.13 Online Ordering System**

3.1.13.1 The City's minimum expectations are:

- a. System shall be internet/web based
- b. Ordering system shall be compatible with the City of Austin requirements.
- c. System shall be capable of providing unique logins and passwords protection for all City staff.
- d. System shall provide auto-routing of order for Department Contract Manager approval prior to final submission of order.
- e. System shall provide a mechanism to flag orders that are beyond the set allowances prior to submission of the order by the supervisor
- f. System shall allow for password recovery for users to receive email of password if forgotten.

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- g. System shall provide an on-screen editable preview to user of requested order prior to submission of order.
- h. System shall be accessible twenty-four (24) hours a day and seven (7) days a week.
- i. Complete and deployed for general customer use and shall be accessible thirty (30) calendar days after contract award.
- j. System shall include unique identification and password for each Department Contract Manager capability similar to standard online ordering systems such as Amazon.com.
- k. The system shall have the ability to accept contract cards tied to contractor account (pro-cards) online for City staff orders. System shall provide a quick reference capability that will locate desired item by description, catalog number, manufacturer, or other quick reference methods.
- l. System shall provide a quick reference capability that will locate desired item by description, catalog number, manufacturer, or other quick reference methods.

**3.1.14 Single Point of Contact, Facility, and Work Hour**

- 3.1.14.1 Contractor shall employ an Account Manager dedicated to the City account. The assigned Account Manager shall have an in-depth knowledge of the City's contract to include provisions, list of approved items, as well as have access to all manufacturers providing the product. Upon request, the Account Manager or designee shall be available to attend meetings to discuss contract or uniform issues as well as have the ability and authority to make all decisions on behalf of the Contractor.
- 3.1.14.2 Contractor shall provide sourcing personnel for new items requested.
- 3.1.14.3 The Contractor shall maintain a fully staffed, commercial, brick and mortar facility with adequate parking, located within the corporate city limits of Austin that provides regular operating hours for both goods and services during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays. The Contractor's staff at that facility shall be properly trained in order to provide all City staff with prompt and courteous service.

**3.2 City's Responsibilities**

- 3.2.1 The brands and items listed in Attachment A and Attachment B represent past items/brands purchased by the City. The City reserves the right to add or delete additional manufacturers, brands, or line items throughout the life of the contract. The Contractor shall provide pricing or a discount from MSRP as requested, and the City will evaluate the pricing.
- 3.2.2 The City reserves the exclusive right to determine whether an item is a "buyer-approved equal" to the line item specified in the solicitation. For purposes of comparison, the City may define equivalency to mean something less than "an exact replica in every detail," but something that "generally matches the specified item in form, fit, and/or function."

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3.2.3 The City reserves the option to purchase any items from other manufacturers that the Contractor provides discount/markup percentage for.

**4.0 Sustainable Preference**

Preference shall be given to vendors who can provide products with sustainable attributes. Sustainable attributes can include, but are not limited to; Organic Cotton (OC), Refurbished Material (RM), Locally Harvested (LH), Locally Manufactured (LM), Recycled Content (RC), Take Back program (TB), Fair Trade (FT) and/or Fair Labor (FL). Provide the sustainable attribute code which best fits the item below. For example, if the uniform contains Organic Cotton, place 'OC' next to the corresponding item below. If the product has a sustainable attribute not listed here, clearly state what the attribute is. If no sustainable attributes are available, leave the cell blank.

Evaluation of Sustainable product offerings will be based on the number of line items with sustainable attributes from Attachment B, Price Proposal.

**5.0 Emblems and Patches Specifications**

At sole decision of the Department Contract Manager, the City may provide emblems and patches or Contractor may be required to provide emblems and patches for the order.

All details not specifically described herein, including but not limited to styling, construction, color, materials, and components shall match the standard reference samples to be provided to awarded bidder. Emblems and patches will be sewn on apparel or heat-sealed on COA caps.

5.1 Performance Requirements: emblems and patches shall perform under normal wear and tear for a minimum of twelve (12) months without ripping or coming undone.

5.2 Material Requirements:

5.2.1 Emblems and patches shall be made of 100% polyester thread.

5.2.2 Emblems and patches may be 100% embroidery or a combination of embroidery and twill material. Samples will be provided to awarded bidder of emblems and patches and will govern the manufacture of the final product. Approval of final samples will be made by a designated COA employee.

5.3 Design and Construction:

5.3.1 Borders of emblems and patches shall be marrow or laser finish.

5.3.2 Backing of emblems and patches for sewing on apparel shall be plastic.

5.3.3 Backing of emblems and patches for placement on caps shall be heat seal compatible type.

5.3.4 Actual sizes of emblems and patches will be provided to the Contractor after award of contract.

5.3.5 Colors of emblems and patches shall be floriani Polyester/ FUFU thread colors or equal as per industry standards. All colors used in the manufacture of emblems and patches for a department shall match all other emblems and patches for that department.

**Scope of Work**  
**Solicitation No. RFP0116**  
**Industrial Clothing, Supplies, and Service**

5.3.6 Font for lettering used by each department shall match all other emblems and patches for that department. Size of font and bold of lettering will be determined upon approval of the samples by a COA employee.

5.4 Certification

5.4.1 After proposals are received, samples may be requested from the bidders by the City of Austin. Proposers shall provide samples within ten (10) calendar days of notification. Notification may be in writing or by phone. Requested samples are to be provided at no cost to the City. With each sample, bidder shall submit written certification regarding thread type, thread manufacturer, and color(s) used.

5.5 Other Requirements

5.5.1 After award of the contract, samples of current City of Austin emblems and patches will be provided to the Contractor. Emblems and patches ordered shall match quality, construction, color, and all components of the samples provided to the Contractor. If emblem or patch is new and no sample is available, Contractor shall provide a sample of the new emblem or patch to City Department Contract Manager for approval. Once the new emblem or patch is approved, Contractor shall match quality, construction, color, and all components of the new match with future orders.

5.5.2 Contractor shall guarantee replacement of improperly manufactured emblems and patches. Such replacement shall be made within two (2) weeks from time of notification.

**6.0 ADDITIONAL SPECIFICATIONS FOR AUSTIN ENERGY**

6.1 Technical Requirements:

6.1.1 Contractor shall meet the ITT System Requirements (Attachment C)

6.1.2 The system shall be able to allow security profiles allowing AE users to only have access to AE specific items for ordering; May want to also have a possible "super-user" with access to all items under the contract.

6.2 Delivery Requirements: On-Site Tailoring, Measuring, Repairs and Pick-up ("Services") at Contractor Facility

6.2.1 Minimum Criteria for On-Site Tailoring, Measuring, Repairs and Pick-up ("Services")

- a. After the initial order, all products with an estimated quantity greater than 30 requires the Contractor keeping adequate supplies on hand at this facility to enable AE employees to pick up Arc rated clothing items on an as-needed basis.
- b. After the initial order, for all products with an estimated quantity less than or equal to 30, Contractor shall have the item(s) available for pickup within five (5) business days.
- c. Facility shall have the capability to perform clothing alteration/repairs on site for products listed in this solicitation. Alterations/repairs shall be completed within 24 - 72 hours at no additional cost to the City.

6.2.2 Delivery shall be no later than five (5) business days of order being placed or needs to be available for in-store pickup if local vendor.

**Scope of Work**  
**Solicitation No. RFP0116**  
**Industrial Clothing, Supplies, and Service**

6.3 Embroidery

6.3.1 Embroidery on Arc rated clothing needs to meet the criteria outlined in the Attachment D, AE Logo Requirements for Flame Resistant Shirts

6.4 AE Logo Requirements for Flame Resistant Henley and Work Shirts

Logo: Shall be sewn via patch or embroidered directly to flame resistant shirt so that the bottom of the lightning bolt is 3/4 inch above the left pocket centered. Heat sealing shall not be acceptable. All logos shall be embroidered and sewn from the same type of flame resistant thread as the flame resistant shirts. No material shall be used that does not meet or exceed the flame resistant specifications of the flame resistant shirts (specifically ASTM F1506-02a, OSHA 29 CFR 1910.269 (1) (6) (iii) and NFPA 70E and an Arc Rating ( $E_{BT}$ ) of  $8.3 \text{ cal/cm}^2$  (ASTM F1959). Austin Energy logo is a multi-color logo using Pantone matching System (PMS) or CMYK (process color). PMS Colors are PMS129 – yellow; PMS 179 – red; Black and text shall be white. The registered trademark shall always accompany the logo. The registration marks is to appear in black or a contrasting color to the shirt. Logo should be  $3 \frac{1}{2}$ " wide and be placed  $1 \frac{1}{2}$ " above the top edge of the pocket. All patches shall be provided by the Contractor, shall be sewn per the specifications and attached artwork, and at no additional cost to Austin Energy. Actual artwork details will be provided to successful vendor when the contract award is made.



**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Miller Uniforms & Emblems Inc					
Physical Address	650 CANION ST. AUSTIN, TX 78752					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):** - Sub for Screen Printing only

Name of Local Firm	SRI Monogramming + Screen Printing					
Physical Address	2303 CR 172 Round Rock, TX 78681					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**Section 0700: Reference Sheet**

Please include the following information if required in the solicitation:

Responding Company Name Miller Uniforms & Emblems Inc.

1. Company's Name TEXAS Dept. of Public Safety  
Name and Title of Contact MAJOR RON JOY  
Present Address 108 DENSON DR  
City, State, Zip Code AUSTIN, TX 78752  
Telephone Number (512) 424-2115 Fax Number (512)  
Email Address RON.JOY@TEXASOPS.GOV

2. Company's Name AUSTIN Police Dept.  
Name and Title of Contact Irene Sanchez, Contract Compliance Specialist  
Present Address 715 E. 8th ST  
City, State, Zip Code AUSTIN, TX 78701  
Telephone Number (512) 974-5078 Fax Number (512) 974-5960  
Email Address Irene.Sanchez@AUSTINTEXAS.GOV

3. Company's Name AUSTIN-TRAVIS COUNTY EMS  
Name and Title of Contact Bill Alderete  
Present Address 4201 ED BLUESTEIN BLVD  
City, State, Zip Code AUSTIN, TX 78721  
Telephone Number (512) 978-0485 Fax Number (512) 978-0481  
Email Address William.alderete@AUSTINTEXAS.GOV

4. Company's Name TRAVIS County Sheriff's office  
Name and Title of Contact Bonnie Alcorn, Supply  
Present Address 3614 Bill Alice Rd  
City, State, Zip Code Del Valley, Tx. 78617  
Telephone Number (512) 854-5323 Fax Number (512) 854-4430  
Email Address bonnie.alcorn@co.travis.tx.us

5. Company's Name Montgomery County Sheriff's office  
Name and Title of Contact Jennifer STAGGS  
Present Address #1 CRIMINAL JUSTICE DR  
City, State, Zip Code Conroe, TX 77301  
Telephone Number (936) 538-3212 Fax Number (936) 538-7701  
Email Address Jennifer.STAGGS@MCTX.org

**Section 0835: Non-Resident Bidder Provisions**

Company Name Miller Uniforms & Emblems Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

**CITY OF AUSTIN  
 WORKPLACE CONDITIONS AFFIDAVIT  
 IN ACCORDANCE WITH ORDINANCE NO. 20070621-152  
 FOR ALL FACILITIES INVOLVED IN THE PERFORMANCE OF THIS CONTRACT  
 SOLICITATION NO. PAX0116  
 For  
 Industrial Clothing, Supplies and Service**

State of Texas  
 County of Travis

I, Marc A. Miller, being first duly sworn, depose and say:

1. The following are the names of any country of production and the names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this code, which I shall update to indicate any changes to this list of subcontractors, or facilities during the term of the contract:

Description of goods or services	UNIFORM CUSTOMIZING Sewing, Alterations, Embroidery	
Country of Production	USA	
Name of Facility	Miller Uniforms & Emblems Inc	
Physical Address	650 CANYON ST.	
City, State, Zip Code	AUSTIN TX 78753	
Phone Number	512-302-5541	

[List as necessary, attach additional sheet if needed]

2. Attached and incorporated by reference is an initial and current copy of each of the above-referenced facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any. I shall update this attachment to indicate any change to this information and these standards and policies during the term of this contract.

Contractor's Name: Miller Uniforms & Emblems Inc.

Printed Name: MARC A. MILLER

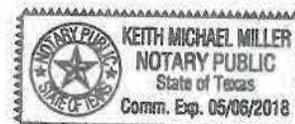
Title: VICE PRESIDENT

Signature of Officer or Authorized Representative: Marc A. Miller

Subscribed and sworn to before me this 20<sup>th</sup> day of MAY 20 14.

[Signature]  
 Notary Public

My Commission Expires \_\_\_\_\_





**ADDENDUM  
REQUEST FOR PROPOSAL (RFP)  
INDUSTRIAL CLOTHING, SUPPLIES, AND SERVICE  
CITY OF AUSTIN, TEXAS**

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**RFP: PAX0116**

**Addendum No: 1**

**Date of Addendum: April 14, 2014**

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This addendum is incorporating the following change to the above-referenced RFP.

1.0 Changes to solicitation due dates as follows:

- 1.1 Coversheet (Offer Sheet) **Proposal Due Prior to** time is hereby changed to 05/30/2014 at 2:00 pm, local time
- 1.2 Coversheet (Offer Sheet) **Proposal Closing** time is hereby changed to 05/30/2014 at 2:00 pm, local time

2.0 **An updated Attachment B (R) – Price Proposal Form has been added to the solicitation.**

3.0 **Section 0400 – Supplemental Purchase Provision:** Item 9 is DELETED in its entirety.

4.0 **Section 0400 - Supplemental Purchase Provisions:** Item 11.A. is replaced in its entirety with the following:

- A. If Offeror proposes a manufacturer other than specified in this Solicitation, Offeror shall submit an exact replica of the goods to be provided. This sample shall be provided within **ten (10)** working days after request by the City.

5.0 **Clarification:**

- (Q) Does the City expect the cost of the on-line ordering and record keeping system to be built into the unit cost of each item or a separate item?
- (A) Line items for on-line ordering and record keeping system have been added to Attachment B(R)

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:

Sai Xoomsai, Senior Buyer  
Purchasing Office

04/14/2014

Date

ACKNOWLEDGED BY:

Miller Uniforms + Emblems Inc  
Vendor Name

  
Authorized Signature

5/20/14  
Date



**ADDENDUM  
INVITATION FOR BID (IFB)  
SHARED USE CONSUMABLE SUPPLIES AND SPARE PARTS  
CITY OF AUSTIN, TEXAS**

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IFB: PAX0045

Addendum No: 2

Date of Addendum: April 24, 2014

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This addendum is incorporating the following change, questions, and answers to the above-referenced IFB.

1.0 **Section 0400 – Supplemental Purchase Provisions: Item 3 Proposal / Response Bond and 4 Performance Bond** are deleted in its entirety. Bonds are no longer required for this contract.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:

Sai Xoomsai, Senior Buyer  
Purchasing Office

04/24/2014

Date

ACKNOWLEDGED BY:

Miller Van Forens & Emblems Inc.  
Vendor Name

Authorized Signature

5/20/14  
Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.**

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.**



**ADDENDUM  
INVITATION FOR BID (IFB)  
SHARED USE CONSUMABLE SUPPLIES AND SPARE PARTS  
CITY OF AUSTIN, TEXAS**

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**IFB: PAX0045**

**Addendum No: 3**

**Date of Addendum: May 8, 2014**

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This addendum is incorporating the following change, questions, and answers to the above-referenced IFB.

- 1.0 (Q) Since there was an addendum to change the bid due date to 5-30-14, is the question and answer deadline going to be extended as well?  
(A) Section 0400, item 1. All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to [sai.xoomsai@austintexas.gov](mailto:sai.xoomsai@austintexas.gov) no later than close of business ten calendar days before the proposal due date.
- 2.0 (Q) Section 0500, Scope of Work. 3.1.13.5 Item K states the system should have the ability to accept contract account (Pro-cards) online for City staff orders. Are these to be normal credit cards? Do they process anywhere VISA, MC or AMEX are accepted?  
(A) Yes, these are normal credit cards.
- 3.0 (Q) Does this contract have any staffing requirements?  
(A) Yes. Please review Section 0500. This contract is for uniforms, supplies, sewing, and alterations.
- 4.0 (Q) Is there any facility requirements?  
(A) The Contractor is required to operate a storefront within the Austin Corporate City Limits and an online ordering system with recordkeeping capabilities.
- 5.0 (Q) Is the workplace conditions document signature required for all products listed on the entire bid, specific individual items or group of items?  
\* (A) We are requiring workplace conditions from the Contractor only, not individual suppliers.
- 6.0 (Q) Section 0500, item 3.1.13.1, item B - Can the City clarify the requirements? Are the requirements just what is listed within this section or is there a more detailed listing?  
(A) Correct. The requirements are as listed under all items under section 3.1.13.
- 7.0 (Q) Section 0500, item 3.1.13.1, item D - Can the City clarify what constitutes approval? Is it one person that will approve, like a city contract Manager? If an order is rejected, what is the process after?  
(A) The Contract Manager from each department will have the final approval of the order. If the order is rejected, then the order cannot be purchased.
- 8.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:

Sai Xoomsai, Senior Buyer  
Purchasing Office

05/08/2014

Date

ACKNOWLEDGED BY:

Miller Uniforms & Emblems Inc  
Vendor Name

  
Authorized Signature

5/8/14  
Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.**



**ADDENDUM  
REQUEST FOR PROPOSAL  
Industrial Clothing, Supplies, and Service  
CITY OF AUSTIN, TEXAS**

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**RFP: PAX0116**

**Addendum No: 4**

**Date of Addendum: May 20, 2014**

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This addendum is incorporating the following change, questions, and answers to the above-referenced RFP.

- 1.0 Please disregard addendum 1-3 title, solicitation type, and solicitation number referencing IFB PAX0045, Shared Used Consumable Supplies and Spare Parts. The information was published incorrectly.
- 2.0 Section 0500, Scope of Work, Item 6.0, Additional Specification for Austin Energy are deleted entirely.
- 3.0 Attachment B (R) - Price Proposal, line item 79-100, 102-103, and 123-126 have been moved to Information Purposes Only Section. An updated Attachment B (R.1) – Price Proposal Form has been added to the solicitation.
- 4.0 (Q) Do we need to address all items within the spreadsheet and include it in our response?  
(A) You do not. The City reserves the right to make multiple awards based on individual or groups of specific line items, cost, convenience, or any criteria deemed by the City to be most advantageous.
- 5.0 (Q) For Section 0605: Local Business Presence Identification, should we include the fact that we have a branch office located in the Austin Corporate City Limits if we've had it less than 5 years?  
(A) The vendor will only be considered for points if the branch office located in the Austin Corporate City Limits is in operation for at least five (5) years.
- 6.0 (Q) Addendum 3, number 5 stated that the workplace conditions are required from the Contractor only and not individual suppliers. Does this also apply to the Workplace Conditions Code itself (Section 0400 Supplemental Purchase Provisions), and specifically Provision 14(N)(2)(b) and (c), which require a copy of the Code to be furnished to each of the Contractor's suppliers or Subcontractors and posted visibly in each supplier's location?  
(A) Correct. The City requires workplace conditions from the Contractor only.
- 7.0 (Q) Section 0500 -3.1.11.1 states City Departments may require standard uniform items to be turned in on a "one for one basis" in exchange for new issues. The section states "may require". Since the "Contractor is not required to enforce" this exchange and other departments (i.e. Fire and Police) do not require this, will you remove this language and all sections pertaining to this requirement from the RFP?  
(A) The City will not be able to delete this section.
- 8.0 (Q) Does this bid want a price for logo on the hard hats, as well as a price for logos on the safety vests?  
Or a price for hard hats and safety vests with no logos?  
(A) Price should reflect hard hats and safety vests without logos.
- 9.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:



Sai Xoomsai, Senior Buyer  
Purchasing Office

05/20/2014

Date

ACKNOWLEDGED BY:

Miller Uniforms & Emblems Inc

Vendor Name



Authorized Signature

5/20/14

Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.**



**ADDENDUM  
REQUEST FOR PROPOSAL  
Industrial Clothing, Supplies, and Service  
CITY OF AUSTIN, TEXAS**

---

**RFP: PAX0116**

**Addendum No: 5**

**Date of Addendum: May 27, 2014**

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This addendum is incorporating the following change, questions, and answers to the above-referenced RFP.

- 1.0 Attachment C, ITT Rated Technical Requirements and Attachment D, AE Logo FR Requirement have been deleted from this solicitation.
- 2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:

Sai Xoomsai, Senior Buyer  
Purchasing Office

05/27/2014  
Date

ACKNOWLEDGED BY:

Miller Uniforms & Emblems Inc.  
Vendor Name

  
Authorized Signature

5/27/14  
Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.**

ITT Rated Technical Requirements: ASP Hosted			
Section # Reg. #	In Vendor Support column, select value from list for each item. Explain answers where needed.	Vendor Support	Comments
		Meets Out-of-Box Does Not Meet Meets Partial Meets w/Customization	
T1	ARCHITECTURE		
T1.1.1	Application has been installed and in production use, in substantially the same configuration as proposed, for a paying customer external to your organization for at least twelve (12) months prior to your proposal submission.	Meets Out-of-Box	We have been running APD for more than 12 months now. A/TCEMS has been running for 6 months.
T1.2.1	Application is available 24X7 regardless of system administration or batch processing.	Meets Partial	We do need to take application down for updates / patch to application workflow. We will do this during non-working hours.
T1.2.2	Application allows for dynamic configuration of functional based parameters with continuous availability.	Meets Partial	
T1.2.3	Application supports continuous availability during upgrade. Describe how a typical upgrade is performed (eg. how a patch is applied: phased, cut-over or in-place).	Meets Partial	We do need to take application down for updates / patch to application workflow. We will do this during non-working hours. Updates will be communicated prior to installation.
T1.3.1	Application includes support for near-line archive.	Meets Out-of-Box	Our hosting provided will be able to provide this service for us.
T1.4.1	Application provides tools for archiving data based on definable rules	Does Not Meet	CB14 does not provide any kind of such feature.
T1.5.1	Application functions fully without giving users direct access to the database.	Meets Out-of-Box	
T1.6.1	Application provides user-friendly tools to support System Administration functions.	Meets Out-of-Box	
T1.7.1	Vendor supports sub-domains using CNAME or NS record delegation.	Meets Out-of-Box	
T1.8.1	Email capabilities are compatible with RFC2821. Describe system email and notification capabilities.	Meets Out-of-Box	
T2	SECURITY		
T2.1.1	Application complies with the Austin Energy password policy. Describe your password capabilities in terms of length, complexity, and expiration.	Meets w/Customization	We don't have details on AE password policy. Our system only allows to set the length. You can update your password. We currently do not have any expiration dates, you can change your password on every screen
T2.1.2	Application provides audit logs that maintain legal chain of evidence. Required information includes: access and modification records that include user, timestamp, element, and content if changed.	Meets Out-of-Box	
T2.2.1	Application supports configurable role-based profiles allowing for separation of administrative and user functions.	Meets Out-of-Box	
T2.2.2	Application supports configurable user security groups. Describe the granularity of access controlled by the system (e.g., application level, screen level, process level, data field level, record level, etc.).	Meets Partial	We provide everything expect at the record level. We change set access to what users see and have access to within the program. Approvers, Administrators, Super Administrators. Each user will have different access and rights.

ITT Rated Technical Requirements: ASP Hosted			
Section # Req. #	In Vendor Support column, select value from list for each item. Explain answers where needed.	Vendor Support	Comments
T2.2.3	Security groups allow the security administrator to assign access permissions to a large number of users by updating a single security record (the group record).	Meets Partial	CB14 allows access at user level, i.e. active / inactive at user level not at group level. Our account manager will be able to determine permission to a large amount of users. The account manager will be able to set the permissions for each employee
T2.2.4	Users can be assigned to multiple security groups, nested security groups, and the system allows user-specific security permissions. Describe the outcome of conflicting security group assignments.	Meets Partial	Users can not be assigned to multiple groups. They can only be set to one security group. We can provide different log ons for the user to be able to participate in different security groups.
T2.3.1	Application provides centralized tools for managing application security roles, permissions and assignments.	Meets Out-of-Box	
T2.4.1	Application enables the Security Administrator to set a threshold for the number of invalid log-on attempts.	Does Not Meet	Our system does not currently provide this feature
T2.4.2	Application enables the Security Administrator to control the time of day a user can log in.	Does Not Meet	Our system does not currently provide this feature, you can log on at any time / day.
T2.4.3	Application allows for certificate-based authentication of end users for some tasks. The Certificate based authentication must respect a Certificate revocation list.	Does Not Meet	Our system does not currently provide this feature
T2.4.4	Application developer has a secure coding awareness program in place. Describe the awareness program.	Meets Out-of-Box	We do extensive testing on a test server before deploying onto the live server.
T2.4.5	Application is audited periodically by an independent application security assessment firm. List the percentage of issues corrected between the two most recent assessments for this application.	Meets Out-of-Box	RackSpace our hosting service provider provides security checks and monitoring for all of our websites 24/7. Once an issue is addressed rackspace will provide solutions within 2-4 hours.
T2.4.6	Security regression testing is performed for all updates and patches.	Meets Out-of-Box	We test all updates and patches on a test server before depolying onto a live dat
T2.4.7	Application enables the Security Administrator to set a time-based threshold for a forced disconnect of an idle session.	Meets Out-of-Box	After 30 mintues of in activity you will be logged out.
T2.5.1	Application grants authorized users access to the full application with a single login.	Meets Out-of-Box	
T2.4.8	Proposed interfaces to external providers comply with Austin Energy DMZ and firewall requirements as stated in the Scope of Work.	Meets Out-of-Box	
T2.5.1	All client connections use a minimum of TLS 1.1 encrypted in compliance with FIPS 197 on TCP port 443.	Meets Out-of-Box	
T2.6.1	System provides ability to store data encrypted in compliance with FIPS 197.	Meets Out-of-Box	Our hosting provided will be able to provide this service for us.
T2.7.1	Physical access to infrastructure supporting AE application is controlled. Describe vendor's physical data center access policies.	Meets Out-of-Box	Only 3 people have access to the infrastructure of AE, one person at miller, one person at our IT department, one person at rackspace to provide updates and system maintaince.
T2.8.1	Authentication credentials are stored only as encrypted hash values	Meets Out-of-Box	
<b>T3</b>	<b>DISASTER RECOVERY</b>		
T3.1.1	Proposal includes comprehensive disaster recovery solutions to include backups, replication, and/or load sharing.	Meets Out-of-Box	Backups are done daily with a 2 week retention- If a disaster happens Rackspace has a wide variety of solutions available. We can provide detailed information at any time.

ITT Rated Technical Requirements: ASP Hosted			
Section # Req. #	In Vendor Support column, select value from list for each item. Explain answers where needed.	Vendor Support	Comments
7.3.1.2	Disaster Recovery diagram of solution is provided illustrating all Up-Stream dependencies of the application or system. Template Provided	Meets Out-of-Box	We do not see a template, but we have an extensive disaster recovery program in place. We are able to describe this at any time.
T4	<b>NETWORK</b>		
T4.1.1	Application, without user intervention, re-establishes TCP connections that have timed out	Meets Partial	

ITT Rated Technical Requirements: ASP Hosted			
Section # Req. #	In Vendor Support column, select value from list for each item. Explain answers where needed.	Vendor Support	Comments
T4.2.1	Application maintains session state for mobile or roaming clients that are either temporarily disconnected or obtain a different IP address.	Meets Out-of-Box	
T4.3.1	Vendor ensures email from vendor systems is not blocked by major blacklist providers. Describe vendor's process to monitor email reputation.	Meets Out-of-Box	Our hosting provided will be able to provide this service for us. They will notify us of any email reputation problems.
<b>T5</b>	<b>SERVER</b>		
T5.1.1	Application's web components run on an Apache 2.0 based web server.	Does Not Meet	Our system uses Windows and IIS
T5.2.1	Application's server components run on-SUSE Linux Enterprise Server 10, Mandriva Enterprise Serv 5 (MES5), or Windows 2008 Server, AIX 5.3 or above.	Meets Out-of-Box	Windows 2012 R2, IIS, SQL
<b>T6</b>	<b>DATABASE</b>		
T6.1.1	A complete database dictionary is provided that defines the contents of each record and field.	Meets Out-of-Box	This is designed and controlled by CB14
T6.1.2	Entity relationship diagram is provided as a logical representation of data	Meets Out-of-Box	This is designed and controlled by CB14
T6.1.3	Physical data model is provided that includes referential integrity rules, constraints, keys, and indexes.	Meets Out-of-Box	This is designed and controlled by CB14
<b>T7</b>	<b>APPLICATION</b>		
T7.1.1	Application includes JSR-268-compliant portlets that can be integrated into the corporate portal environment based on IBM WebSphere Portal Server	Does Not Meet	
T7.2.1	Software Development Toolkit is provided for creating new system interfaces	Meets Out-of-Box	
T7.2.2	Software Development Toolkit documentation is provided for each function	Meets Out-of-Box	
T7.2.3	Software Development Toolkit documentation includes sample code written in Java for each function	Does Not Meet	Its in C# or .NET compliance language
T7.2.4	Software Development Toolkit documentation includes architectural diagram of the API	Meets Partial	This is designed and controlled by our service providers.
T7.2.5	Application business logic exposed to client as SOAP 1.x compliant web services	Does Not Meet	
T7.2.6	Application integration can be accomplished with SOAP 1.x compliant web services	Does Not Meet	
T7.3.1	Application supports field-level validation.	Meets Partial	
T7.3.2	Validations can be overridden in defined circumstances.	Meets Partial	
T7.4.1	Supports export in Excel format	Meets Out-of-Box	
T7.4.2	Supports export in CSV format	Meets Out-of-Box	
T7.4.3	Supports export in PDF format	Meets Out-of-Box	
T7.4.4	Supports export in HTML format	Meets Out-of-Box	
T7.4.5	Supports import in XML format.	Meets Out-of-Box	
T7.4.6	Supports export of XML format.	Meets Out-of-Box	
T7.5.1	Developer tools supporting product are based on Eclipse platform. Describe development tools, if applicable.	Does Not Meet	

ITT Rated Technical Requirements: ASP Hosted			
Section # Req. #	In Vendor Support column, select value from list for each item. Explain answers where needed.	Vendor Support	Comments
T7.6.1	Application executes complex database queries without degrading end-user performance. Describe the method by which near-line or off-line queries may be performed.	Meets Out-of-Box	
T7.7.1	Application allows logical deletion without physical deletion	Meets Out-of-Box	
T7.8.1	Application maintains data integrity in the case of unexpected shutdown (power failure, system crash). Describe scenarios where data could possibly be lost or corrupted in the system. What is the system recovery procedure in this case?	Meets Out-of-Box	We provide backups of the system daily. We will be able to re-load any lost data within hours of a power failure, system crash. Our service provide has back up generators and service contracts with Energy companies to be the first company back online after power failures. I
T7.9.1	Any report supplied by vendor can be generated real-time and as a scheduled process.	Meets Partial	All reports are real time but are not scheduled
<b>T8</b>	<b>WEB</b>		
T8.1.1	Web-based application is accessible per Version 2.0 of the W3C Content Accessibility Guidelines and Section 508 of the Rehabilitation Act.	Meets Out-of-Box	
T8.2.1	Web-based application has full functionality through a WAP compliant Web browser.	Meets Out-of-Box	
T8.3.1	User interface is customizable using configurable parameters or WYSIWYG tools, rather than program modification.	Meets w/Customization	
T8.4.1	Web server based applications generate a log-file in NCSA (National Center for Supercomputing Applications) or W3C extended or common log file format	Meets Out-of-Box	Logs are saved in SQL
<b>T9</b>	<b>CLIENT</b>		
T9.1.1	Application is fully-functional for web based clients	Meets Out-of-Box	

Part I. ITT Mandatory Technical Requirements: ASP Hosted



Req. #	In Vendor Support column, select Yes or No for each item. Explain answers where needed.	Vendor Support	Comments
		Yes (1) No (0)	
M1.1	Vendor uses due diligence to ensure privacy of AE intellectual property. Describe methods of ensuring privacy.	Yes	We are not sure what intellectual property you are refernceing, but our system has security protocols and systems in place so sensitive infomration does not get leaked.
M1.2	Any vendor contract that includes option to migrate to AE-hosted solution must meet mandatory technical requirements for AE-Hosted solutions and complete AE-hosted Technical Requirements document.	Yes	
M1.3	Vendor provides ability for AE to conduct full data replication. Describe vendor solution.	Yes	SQL has mirroring / SQL backup features which meets these demands.
M1.4	Vendor provides its standard SLA. SLA metrics are provided in HH:MM:SS	Yes	
M1.5	Application effectively captures, stores and reports error notifications. Describe concept and scope of error management. (Reporting failure, exception reports, system failures)	Yes	We can develop this, and it will take 3 to 5 day development and testing time.
M1.6	Vendor provides notifications to AE Administrator during service interruption or when error conditions exist. Describe concept and scope of problem notification process.	Yes	We can develop this, and it will take 3 to 5 day development and testing time.
M1.7	Network Diagram is provided. Show all required inter-server/client communication with TCP and UDP ports specified. Provide estimates of bandwidth consumption.	Yes	APD uses 2.8GB of bandwidth per month, we estimate that AE online ordering system will be the same per month. We have features and settings in place to be able to accomidate this.
M2.1	Authentication credentials are not stored or transmitted in plain text.	Yes	
M2.2	Data transmissions between the ASP and Austin Energy are encrypted with AES-128 or stronger cipher as defined by the National Institute of Standards and Technology	Yes	
M2.3	Application uses AE enterprise authentication standard, or it must provide the ability for end-users to change their active password.	Yes	A password reset button will be provided on every page
M2.4	Application uses AE enterprise authentication standard, or a Security Administrator must be able to require that end-users change their passwords at the next login or after predetermined length of time.	Yes	We can provide e-mail updates for this. An end user can change the password on every screen

Part I. ITT Mandatory Technical Requirements: ASP Hosted



M2.5	To secure data from unauthorized access, business applications must implement at least one form of technical access control. Application requires positive user identification before access is allowed to proprietary information.	Yes	Employee ID numbers are required to log on to the website.
M2.6	Application complies with Austin Energy network security requirements as stated in the Scope of Work.	Yes	
M2.7	Product supports AE federated identity standard for authentication	Yes	
M3.1	Application runs on an IP-only network.	Yes	
M3.2	Vendor correspondence via email with AE and/or on behalf of AE will either be signed using DKIM (RFC 4871) or originate from a server specified in a policy published using SPF (RFC 4408), or both. For SPF, the record must also conform with the RFC 4408 recommended section 2.3.	Yes	
M3.3	Network access to any tier for administration purposes will be through a firewall using only https, sftp, scp, or ssh.	Yes	
M3.4	Application must not require broadcast messaging.	Yes	We do not require broadcast messaging
M4.1	Application functionality does not require database administrative level privileges for post-installation/patching operation.	Yes	We do need admin rights after post installation but we can configure it to use on deployment rights.
M5.1	Application's client component is able to run on Windows XP or above with the Microsoft recommended security checklist.	Yes	
M6.1	Customer facing web-based application is accessible Section 508 of the Rehabilitation Act according to W3C Content Accessibility Guidelines (WCAG) 2.0. If proposed application does not function according to WCAG 2.0, vendor must propose alternative Section 508-compliant functionality and outcomes.	Yes	
M6.2	Web-based application has full functionality through XHTML 1.0 compliant Web browsers including but not limited to Internet Explorer v7 and above, Firefox v3.0 and above.	Yes	

Miller Uniforms & Emblems, Inc.

650 Canion St.

Austin, TX. 78752

## DISASTER RECOVERY PLAN

Solicitation # PAX0116

Miller Uniforms strategy for providing a Disaster Plan is creating a VMware High Availability environment. VMware allows Miller Uniforms to provide high availability to any applications that are running in a virtual machine (server that hosts the City of Austin's data.)

A VMware High availability continuously monitors all servers in a resource pool and automatically detects any server failures. An agent or application is placed on each server that maintains a "heartbeat" with the other servers in the resource pool and a loss of "heartbeat" initiates the restart process of all affected virtual machines on the server. VMware ensures that resources are available at all times to be able to restart virtual machines on different physical servers in the event of a server failure.

Our plan with VMware High Availability is to offer a solution to never have to worry about your data being lost or the website being down. VMware automatically monitors the physical server, if anything is to happen to the server which hosts AE, VMware will automatically start a virtual machine on another server so no data, or applications are down as a result of server failure, power outage, etc.

VMware gives Miller Uniforms the flexibility to provide The City of Austin with the option to never have to worry about their website being down. Miller Uniforms will automatically provide this service if we were to win the contract at No additional cost.

**ATTACHMENT B (R) - PRICE PROPOSAL  
CITY OF AUSTIN ("CITY")  
RFP- PAX0116**

**Special Instructions:**

It is the City's preference to award a single contract for the City's uniform needs; however, the City reserves the right to make multiple awards based on individual or groups of specific line items, cost, convenience, or any criteria deemed by the City to be most advantageous.

The use of the most ordered items listed below is for the purpose of facilitating the comparison of bid pricing by the City. The quantities noted below are annual estimates and not a guarantee of actual volume. Quantities are provided as a guide to historical usage. Actual purchases may be more or less. This contract is estimated annually at \$2,450,000.00

The unit price of all new items shall include any and all alterations necessary to obtain a professional and proper appearance. Price for alterations shall not be paid separately.

**Sustainable Attribute (5 Points):** Organic Cotton (OC), Refurbished Material (RM), Locally Harvested (LH), Locally Manufactured (LM), Recycled Content (RC), Take Back program (TB), Fair Trade (FT) and/or Fair Labor (FL). Only one attribute can be added to each line item.

All prices shall be F.O.B. Destination City of Austin and/or City of Austin Department(s), as applicable. All Charges (e.g., freight, packaging, and handling) must be included in the bid response below. No other charges will be allowed.

**SECTION A - COST (25 POINTS)**

**TOP ITEMS ORDERED**

Item	Description	Sustainable Attribute	Sample Quantity	Unit	Regular Size (XS - XL) Price	Extended Price (QTY X Regular Size Price)	For Information Purposes Extended Size (2X+) Price
<b>SHIRTS</b>							
1	Shirt, Bulwark FR Shirt, Uniform Shirt Rated for Hazard Risk Category 2, Long Sleeve, SMU2 or buyer approved equal Manufacturer's Name and Style # <u>Bulwark SMU2</u>		30	EA	\$ <u>61.50</u>	\$ <u>1845<sup>00</sup></u>	\$ <u>73.80</u>
2	Shirt, Dickies VS110, Short Sleeve, Meet High Visibility ANSI-107-2004 Class 3 Certified, Stain Release and Moisture Control, 3M Scotchlite reflective Material, or buyer approved equal Manufacturer's Name and Style # <u>Dickies VS100</u>		250	EA	\$ <u>36<sup>00</sup></u>	\$ <u>9,000<sup>00</sup></u>	(3XL) \$ <u>40.00</u>
3	Shirt, Dickies VS112, Long Sleeve, Meet High Visibility ANSI-107-2004 Class 3 Certified, Stain Release and Moisture Control, 3M Scotchlite reflective Material, or buyer approved equal Manufacturer's Name and Style # <u>Dickies VS100</u>		250	EA	\$ <u>39<sup>50</sup></u>	\$ <u>9875<sup>00</sup></u>	XXL-TALL 3XL \$ <u>43.50</u>
4	Shirt, Red Kap, Camp Shirt, Short Sleeve, Linden Grey, 1P24 or buyer approved equal. Manufacturer's Name and Style # <u>Red Kap # 1P24</u>		450	EA	\$ <u>24<sup>50</sup></u>	\$ <u>1102<sup>50</sup></u>	\$ <u>29.40</u>
5	Shirt, Red Kap, Men's Industrial Shirt, Short Sleeve, SP24, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap # SP24</u>		250	EA	\$ <u>12.90</u>	\$ <u>3225<sup>00</sup></u>	\$ <u>15.48</u>
6	Shirt, Red Kap, Men's Wrinkle Resistant Cotton Shirts, Long Sleeve, SC30, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap # SC30</u>		225	EA	\$ <u>20.50</u>	\$ <u>4612<sup>50</sup></u>	\$ <u>24.60</u>
7	Shirt, Edwards, 1029 Unisex Easy Care Poplin Camps Color, French Blue, or buyer approved equal Manufacturer's Name and Style # <u>EDWARDS # 1029</u>		150	EA	\$ <u>18.95</u>	\$ <u>2842<sup>50</sup></u>	XXL-33.74 \$ <u>24.64</u> 3XL-4XL
8	Shirt, Edwards, 1013, Denim Blue, 100% Cotton with Pocket, Short Sleeve, or buyer approved equal Manufacturer's Name and Style # <u>EDWARDS # 1013</u>		100	EA	\$ <u>21.00</u>	\$ <u>2100<sup>00</sup></u>	XXL-36.20 \$ <u>27.30</u> 3XL-4XL
9	Shirt, Edwards, 1093, Denim Blue, 100% Cotton with Pocket, Long Sleeve or buyer approved equal Manufacturer's Name and Style # <u>EDWARDS # 1093</u>		100	EA	\$ <u>21.95</u>	\$ <u>2195<sup>00</sup></u>	XXL-36.34 \$ <u>28.54</u> 3XL-4XL
10	Shirt, Edwards, 1230, Men's Poplin Easy Care with Pocket, Short Sleeve, or buyer approved equal Manufacturer's Name and Style # <u>EDWARDS # 1230</u>		100	EA	\$ <u>21.00</u>	\$ <u>2100<sup>00</sup></u>	XXL-35.30 \$ <u>27.30</u> 3XL-4XL
11	Shirt, Edwards, 1280, Men's Poplin Easy Care with Pocket, Long Sleeve, or buyer approved equal Manufacturer's Name and Style # <u>EDWARDS # 1280</u>		100	EA	\$ <u>21.95</u>	\$ <u>2195<sup>00</sup></u>	XXL-36.34 \$ <u>28.54</u> 3XL-4XL
12	Shirt, Edwards, 5230, Women's Poplin Easy Care with Pocket, Short Sleeve or buyer approved equal Manufacturer's Name and Style # <u>EDWARDS # 5230</u>		100	EA	\$ <u>21.00</u>	\$ <u>2100<sup>00</sup></u>	XXL-35.30 \$ <u>27.30</u> 3XL-4XL
13	Shirt, Van Heusen, 56800, Womens Long Sleeve Oxford or buyer approved equal Manufacturer's Name and Style # <u>Van Heusen # 58800</u>		50	EA	\$ <u>29.70</u>	\$ <u>1485<sup>00</sup></u>	XXL \$ <u>31.70</u>
14	Shirt, Van Heusen, 56800, Men's Long Sleeve Oxford or buyer approved equal Manufacturer's Name and Style # <u>Van Heusen # 57800</u>		50	EA	\$ <u>28.35</u>	\$ <u>1417<sup>50</sup></u>	XXL-30.38 3XL-35.50
15	Shirt, Van Heusen, 56850, Womens Short Sleeve Oxford or buyer approved equal Manufacturer's Name and Style # <u>Van Heusen # 58800 CUT TO S/S</u>		50	EA	\$ <u>29.70</u>	\$ <u>1485<sup>00</sup></u>	XXL \$ <u>31.70</u>

16	Shirt, Van Heusen, 56850, Men's Short Sleeve Oxford or buyer approved equal Manufacturer's Name and Style # <u>Van Heusen #57850</u>	50	EA	\$ <u>26.98</u>	\$ <u>1349<sup>00</sup></u>	XXL-28.98 \$3XL-32.38
17	Shirt, Edwards, 5280, Women's Poplin Easy Care with Pocket, Long Sleeve, or buyer approved equal Manufacturer's Name and Style # <u>EDWARDS #5280</u>	100	EA	\$ <u>21.95</u>	\$ <u>2195<sup>00</sup></u>	XXL-26.34 \$28.54 3XL-42L
18	Shirt, Red Kap, Men's Wrinkle Resistant Cotton Shirt, Short Sleeve, SC40 or buyer approved equal Manufacturer's Name and Style # <u>Red Kap #SC40</u>	30	EA	\$ <u>21.60</u>	\$ <u>648<sup>00</sup></u>	\$ <u>25.92</u>
19	Shirt, Red Kap, Men's Industrial Shirt - Long Sleeve, SP14 or buyer approved equal Manufacturer's Name and Style # <u>Red Kap #SP14</u>	300	EA	\$ <u>15.50</u>	\$ <u>4650<sup>00</sup></u>	\$ <u>18.60</u>
20	Shirt, Riverside, Woven Shirts, 2-pockets, 131 FR, Long Sleeve or buyer approved equal Manufacturer's Name and Style # <u>Riverside #131FR</u>	50	EA	\$ <u>54.00</u>	\$ <u>2700<sup>00</sup></u>	\$ <u>67.50</u>

**T-SHIRTS**

21	T-Shirt, Gildan, 100% Cotton Short Sleeve Tee, 2000 or buyer approved equal Manufacturer's Name and Style # <u>Gildan #2000</u>	450	EA	\$ <u>5.50</u>	\$ <u>2475<sup>00</sup></u>	XXL-5XL \$ <u>9.50</u>
22	T-Shirt, Gildan, Ultra Cotton Tee Shirt, Long Sleeve, 2400, or buyer approved equal Manufacturer's Name and Style # <u>Gildan #2400</u>	150	EA	\$ <u>9.40</u>	\$ <u>1410<sup>00</sup></u>	XXL-5XL \$ <u>12.10</u>
23	T-Shirt, Union Line, 5.4Oz Short Sleeve T-Shirt No Pocket, 10331, or buyer approved equal Manufacturer's Name and Style # <u>Port &amp; Co. #USA100 (USA made)</u>	100	EA	\$ <u>8.25</u>	\$ <u>825<sup>00</sup></u>	XXL-4.25 \$3XL-10.25 4XL-11.25
24	T-Shirt, Union Line, 5.4Oz Long Sleeve T-Shirt No Pocket, 10321, or buyer approved equal Manufacturer's Name and Style # <u>Port &amp; Co. #USA100LS (USA made)</u>	75	EA	\$ <u>11.32</u>	\$ <u>849<sup>00</sup></u>	XXL-13.32 \$3XL-13.32 4XL-14.32
25	T-Shirt, Port & Company, PC61P, 100% Cotton with Pocket, or buyer approved equal Manufacturer's Name and Style # <u>Port &amp; Co. #PC61P</u>	75	EA	\$ <u>8.60</u>	\$ <u>645<sup>00</sup></u>	XXL-4XL \$ <u>11.60</u>
26	T-Shirt, Gildan 100% Cotton Tee w/ Pocket, Long Sleeve, 2410, or buyer approved equal Manufacturer's Name and Style # <u>Gildan #2410</u>	75	EA	\$ <u>12.40</u>	\$ <u>930<sup>00</sup></u>	XXL-5XL \$ <u>13.80</u>
27	T-Shirt, Port & Company, PC61LSP, 100% Cotton with Pocket, Long Sleeve, or buyer approved equal Manufacturer's Name and Style # <u>Port &amp; Co. #PC61LSP</u>	75	EA	\$ <u>12.20</u>	\$ <u>915<sup>00</sup></u>	XXL-4XL \$ <u>13.60</u>
28	Hanes, 5590, White Tagless 100% Cotton T-Shirt, or buyer approved equal Manufacturer's Name and Style # <u>Hanes #5590</u>	75	EA	\$ <u>8.50</u>	\$ <u>637<sup>50</sup></u>	XXL-3XL \$ <u>10.50</u>

**POLO SHIRTS**

29	Polo Shirt, Port Authority, K500P, Silk Touch Sport Shirt with Pocket, Royal Blue, or buyer approved equal Manufacturer's Name and Style # <u>Port Authority #K500P</u>	400	EA	\$ <u>16.70</u>	\$ <u>6680<sup>00</sup></u>	XXL \$ <u>18.70</u>
30	Polo Shirt, Port Authority, K800P, EZ Cotton Pique Sport Shirt with Pocket, or buyer approved equal Manufacturer's Name and Style # <u>Port Authority #K800P</u>	400	EA	\$ <u>24.20</u>	\$ <u>9680<sup>00</sup></u>	XXL \$ <u>26.30</u>
31	Polo Shirt, Sport-Tek: SAT473SS, Dry Zone Short Sleeve Raglan T-Shirt, or buyer approved equal Manufacturer's Name and Style # <u>Sport-Tek - T473</u>	150	EA	\$ <u>13.30</u>	\$ <u>1995<sup>00</sup></u>	XXL \$ <u>14.40</u>
32	Polo Shirt, Port Authority, K420 P, Pique Sport Shirt with pocket, Short Sleeve, or buyer approved equal Manufacturer's Name and Style # <u>Port Authority #K420P</u>	100	EA	\$ <u>22.30</u>	\$ <u>2230<sup>00</sup></u>	XXL \$ <u>24.30</u>
33	Polo Shirt, Sport-Tek Dri-Mesh Shirt W/Tipped Collar & Piping, K467, or buyer approved equal Manufacturer's Name and Style # <u>Sport-Tek #K467</u>	100	EA	\$ <u>22.30</u>	\$ <u>2230<sup>00</sup></u>	XXL \$ <u>24.30</u>
34	Polo Shirt, Sport-Tek: SAT473LS, Dry Zone Long Sleeve Raglan T-Shirt, or buyer approved equal Manufacturer's Name and Style # <u>Sport-Tek #T473LS</u>	60	EA	\$ <u>16.70</u>	\$ <u>1002<sup>00</sup></u>	XXL \$ <u>18.70</u>
35	Polo Shirt, Red Kap, SK82, Unisex Blended Soft Hand Pique Polo w/ Pocket, Short Sleeve, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap #SK82</u>	60	EA	\$ <u>19.10</u>	\$ <u>1146<sup>00</sup></u>	\$ <u>22.92</u>
36	Polo Shirt, Red Kap, SK72, Unisex Blended Soft Hand Pique Polo, Short Sleeve, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap #SK72</u>	40	EA	\$ <u>18.95</u>	\$ <u>758<sup>00</sup></u>	\$ <u>22.74</u>
37	Polo Shirt, Red Kap, SK46, Men's 100% Polyester Mesh Performance Polo, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap #SK46</u>	40	EA	\$ <u>28.00</u>	\$ <u>1130<sup>00</sup></u>	\$ <u>33.60</u>

**JACKETS/RAINCOATS/VESTS**

38	Jacket, 5.11, Lined Packable Jacket, 48052, 48026 or buyer approved equal Manufacturer's Name and Style # <u>5.11 #48052</u>	180	EA	\$ <u>47.50</u>	\$ <u>8550<sup>00</sup></u>	3XL-4XL \$ <u>57.50</u>
39	Jacket, 5.11, Big Horn Tactical Jackets, 48026 or buyer approved equal Manufacturer's Name and Style # <u>5.11 #48026</u>	160	EA	\$ <u>76.99</u>	\$ <u>12318<sup>40</sup></u>	3XL-4XL \$ <u>82.00</u>
40	Men Jacket, Port Authority Two-Tone Soft Shell Jacket, J705, or buyer approved equal Manufacturer's Name and Style # <u>Port Authority #J705</u>	56	EA	\$ <u>55.00</u>	\$ <u>3080<sup>00</sup></u>	XXL \$ <u>57.00</u>
41	Women Jacket, Port Authority Two-Tone Soft Shell Jacket, J705, or buyer approved equal Manufacturer's Name and Style # <u>Port Authority #J705</u>	56	EA	\$ <u>55.00</u>	\$ <u>3080<sup>00</sup></u>	XXL \$ <u>57.00</u>

42	Jacket, PIP Protective Industrial, Type Hi-Visibility, Bomber, 2 Inch Silver Reflective Tape, Quilted Poly Fiber Lining, Meet ANSI 107 Class 3 or buyer approved equal Manufacturer's Name and Style # <u>5.11 # 48037</u>	100	EA	\$ <u>169<sup>00</sup></u>	\$ <u>16,900</u>	\$ <u>179<sup>00</sup></u>	3XL-4XL
43	Jacket, Tri-Mountain, 8800 Mountaineer Jackets, or buyer approved equal Manufacturer's Name and Style # <u>TRI-MOUNTAIN # 8800</u>	75	EA	\$ <u>46<sup>00</sup></u>	\$ <u>3450<sup>00</sup></u>	\$ -	2XL-50 <sup>00</sup> \$3XL-54 <sup>00</sup> 4XL-56 <sup>00</sup>
44	Jacket, Tri-Mountain, 9100, Colorado 3-in-1 System Parka or buyer approved equal Manufacturer's Name and Style # <u>Tri-Mountain # 9100</u>	50	EA	\$ <u>119<sup>00</sup></u>	\$ <u>5950<sup>00</sup></u>	\$ -	2XL-134 <sup>00</sup> \$3XL-138 <sup>00</sup> 4XL-131 <sup>00</sup>
45	Jacket, Red Kap, JN10, Nylon Crew Jacket w/ Fleece Body Lining, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap # JN10</u>	50	EA	\$ <u>30<sup>00</sup></u>	\$ <u>1500<sup>00</sup></u>	\$ <u>36<sup>00</sup></u>	
46	Jacket, Red Kap, JT38, Solid Perma-lined Jacket, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap # JT38</u>	30	EA	\$ <u>34<sup>00</sup></u>	\$ <u>1020<sup>00</sup></u>	\$ <u>40<sup>00</sup></u>	
47	Jacket, Red Kap, JT22, Slash Pocket Jacket, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap # JT22</u>	50	EA	\$ <u>32<sup>00</sup></u>	\$ <u>1600<sup>00</sup></u>	\$ <u>38<sup>40</sup></u>	
48	Jacket, Reflective Apparel Factory, VEA-411, High Visibility Jacket, Waterproof Hooded, ANSI Class 3 Compliant, Insulated, Detachable Hood, or buyer approved equal Manufacturer's Name and Style # <u>Blauer # 6001</u>	40	EA	\$ <u>170<sup>00</sup></u>	\$ <u>6800<sup>00</sup></u>	\$ <u>+30%</u>	4XL+4D
49	Vest, Reflective Apparel Vest - Lime, ANSI II Zip Mesh Vest - VEA-501-LME Manufacturer's Name and Style # <u>Cornerstone # CSV405</u>	30	EA	\$ <u>18.98</u>	\$ <u>569<sup>40</sup></u>	\$ <u>+30%</u>	
50	Men Jacket, Port Authority All-Season Jacket, L304, or buyer approved equal Manufacturer's Name and Style # <u>Port Authority # J304</u>	35	EA	\$ <u>59<sup>00</sup></u>	\$ <u>2065<sup>00</sup></u>	\$ -	2XL-62 <sup>00</sup> \$3XL-64 <sup>00</sup> 4XL-66 <sup>00</sup>
51	Women Jacket, Port Authority All-Season Jacket, L304, or buyer approved equal Manufacturer's Name and Style # <u>Port Authority # L304</u>	35	EA	\$ <u>59<sup>00</sup></u>	\$ <u>2065<sup>00</sup></u>	\$ -	2XL-62 <sup>00</sup> \$3XL-64 <sup>00</sup> 4XL-66 <sup>00</sup>
52	Sweatshirt, Union Line, 10190, Full Zip Hooded Sweatshirt, or buyer approved equal Manufacturer's Name and Style # <u>Port &amp; Co. # PC782H</u>	30	EA	\$ <u>25<sup>00</sup></u>	\$ <u>730<sup>00</sup></u>	\$ -	2XL-26 <sup>00</sup> \$3XL-28 <sup>00</sup> 4XL-30 <sup>00</sup>
<b>PANTS</b>							
53	Pants, 5.11, TacLite Pro Pants, 74273 Lightweight Ripstop Fabric, or buyer approved equal Color Black, Charcoal, Coyote, Dark Navy, Stone, TDU Green, TDU Khaki, and Tundra Manufacturer's Name and Style # <u>5.11 # 74273</u>	150	PR	\$ <u>49.49</u>	\$ <u>7433<sup>00</sup></u>	\$ <u>58.49</u>	46-54
54	Pants, 5.11, Tactical Pants, 74158, or buyer approved equal Manufacturer's Name and Style # <u>DISCONTINUED</u>	75	PR	\$ -	\$ -	\$ -	
55	Pants, Dickie, 874, Flat-front pant, sits at the waist, or buyer approved equal Manufacturer's Name and Style # <u>Dickies # 874</u>	500	PR	\$ <u>23<sup>00</sup></u>	\$ <u>11,500<sup>00</sup></u>	\$ <u>26.00</u>	
56	Pants, Red Kap, Men's PT88 Industrial Cargo Pants, 8 oz twill, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap # PT88</u>	290	PR	\$ <u>24<sup>00</sup></u>	\$ <u>7105<sup>00</sup></u>	\$ <u>29.40</u>	
57	Pants, Red Kap, PT20, Men's Dura-Kap Industrial Pant, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap # PT20</u>	200	PR	\$ <u>31<sup>00</sup></u>	\$ <u>4200<sup>00</sup></u>	\$ <u>25.20</u>	
58	Pants, Red Kap, PT10, Men's Red-E-Prest Pant, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap # PT10</u>	125	PR	\$ <u>22<sup>00</sup></u>	\$ <u>2750<sup>00</sup></u>	\$ <u>26.40</u>	
59	Pants, Red Kap, PT62, Men's Twill 65/35 Poly/Cotton Work Pants, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap # PT62</u>	40	PR	\$ <u>23<sup>00</sup></u>	\$ <u>900<sup>00</sup></u>	\$ <u>27.00</u>	
60	Pants, Edwards, 2577-007 Navy, Mens Utility Flat Front Pants, or buyer approved equal Manufacturer's Name and Style # <u>EDWARDS # 2577-007</u>	50	PR	\$ <u>21<sup>00</sup></u>	\$ <u>1075<sup>00</sup></u>	\$ <u>25.80</u>	
<b>SHORTS</b>							
61	Shorts, Mens Utility Flat Front Shorts, 2487-007 Navy, or buyer approved equal Manufacturer's Name and Style # <u>EDWARDS # 2487-007</u>	50	PR	\$ <u>21<sup>00</sup></u>	\$ <u>1050<sup>00</sup></u>	\$ <u>25.20</u>	
62	Shorts, Men's Uniform Short, Red Kap, PT26N, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap # PT26NV</u>	50	PR	\$ <u>18.00</u>	\$ <u>900<sup>00</sup></u>	\$ <u>21.60</u>	
<b>DENIM JEANS</b>							
63	Denim Jean, Dickie, 9393, Heavyweight Denim Work Jeans, or buyer approved equal Manufacturer's Name and Style # <u>DICKIES # 9393</u>	250	PR	\$ <u>21<sup>00</sup></u>	\$ <u>5250<sup>00</sup></u>	\$ <u>24<sup>00</sup></u>	
64	Denim Jean, Red Kap, PD60, Prewashed Indigo, Men's Relaxed Fit, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap # PD60</u>	250	PR	\$ <u>20<sup>00</sup></u>	\$ <u>5,000<sup>00</sup></u>	\$ <u>24<sup>00</sup></u>	
65	Denim Jeans, Wrangler Hero Jean, Prewashed Denim, Wrangler Hero Five Star Relaxed Fit Jean, W976DS Manufacturer's Name and Style # <u>Wrangler # W976DS</u>	100	PR	\$ <u>26<sup>00</sup></u>	\$ <u>2600<sup>00</sup></u>	\$ <u>31.20</u>	
66	Denim Jeans, Red Kap, PD60SW, Stonewash Denim, Men's Relaxed Fit Stonewashed Jean, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap # PD60SW</u>	90	PR	\$ <u>21<sup>00</sup></u>	\$ <u>1890<sup>00</sup></u>	\$ <u>25.20</u>	

67	Denim Jean, Red Kap, PD52DN, Rigid Denim, Big Ben Denim Work Jean, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap # PD52DN</u>	30	PR	\$ <u>21<sup>00</sup></u>	\$ <u>630<sup>00</sup></u>	\$ <u>25.20</u>
68	Denim Jeans, Red Kap, SD78DN, Dark Fineweave Denim Western Shirt, Long Sleeve, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap # SD78DN</u>	50	PR	\$ <u>37<sup>00</sup></u>	\$ <u>1350<sup>00</sup></u>	\$ <u>32.40</u>
<b>OVERALLS</b>						
69	Overall, Red Kap, BD30, Duck Insulated Bib Overall, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap # BD30</u>	30	EA	\$ <u>84<sup>00</sup></u>	\$ <u>2520<sup>00</sup></u>	\$ <u>98.00</u>
70	Overall, Red Kap, CT10, Mens Action Back Coverall, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap # CT10</u>	30	EA	\$ <u>33<sup>00</sup></u>	\$ <u>960<sup>00</sup></u>	\$ <u>38.40</u>
71	Coverall, Polycoated, For P.C.B. Clean-up Safety Protective Clothing, Kappler P/N 54D12XL, AE-PN 2914 Brand: KAPPLER-5412XL; TYVEK-35120-12-4 or buyer approve equal Manufacturer's Name and Style # _____	72	EA	\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>

**ACCESSORIES**

Item	Description	Sustainable Attribute	Sample Quantity	Unit	Price
72	Cap, Red Kap, HB30BK, Medium Profile Mesh Back Ball Cap, or buyer approved equal Manufacturer's Name and Style # <u>H+C # 5410</u>		100	EA	\$ <u>4.95</u>
73	Cap, Blauer, 125, Watch Cap, or buyer approved equal Manufacturer's Name and Style # <u>Blauer # 125</u>		75	EA	\$ <u>16.34</u>
74	Cap, Red Kap, HB20, Brushed Twill Medium Profile Ball Cap, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap # HB20BK</u>		50	EA	\$ <u>6.39</u>
75	Cap, Red Kap, HB40, Brushed Twill Medium Profile Ball Cap, or buyer approved equal Manufacturer's Name and Style # <u>H+C 6000</u>		25	EA	\$ <u>5.95</u>
76	Hard Hat, Mine Safety 475358 MSA V-Gard Helmet RTS475358, Full Brim, High-density Polyethylene Shell, Cushionaire Sweat Band, Adjustable Crown Straps, Meets ANSI Z89.1-2003, Type 1 (Class E), or buyer approved equal Manufacturer's Name and Style # <u>ERB safety #1930</u>		25	EA	\$ <u>13.20</u>
77	Hat, Knit Winter Hat, Wisconsin Knit, SF83, or buyer approved equal Manufacturer's Name and Style # <u>Port + Co. # CA90</u>		30	EA	\$ <u>5.95</u>
78	Belt, Boston Leather, GV0008, 1 3/4" Garrison Belt w/ Silver Buckle, or buyer approved equal Manufacturer's Name and Style # <u>Boston Leather # 6505</u>		75	EA	\$ <u>23.00</u>
79	Belt, Red Kap, AB12, Leather Belt, or buyer approved equal Manufacturer's Name and Style # <u>Red Kap # AB12</u>		75	EA	\$ <u>17.50</u>
80	Gloves, Rubber Protector, Red Full Leather Gauntlet, Closed Back Strap with Plastic Buckle, Contour Cuff. Gloves shall comply with ASTM F-696 Latest Revision, Size 9 - 11 Approved Brand: KUNZ-1007-7 AL CC or buyer approve equal Manufacturer's Name and Style # _____		144	EA	\$ <u>—</u>
81	Gloves, brand Grainger -4JU94 or buyer approve equal Manufacturer's Name and Style # <u>Grainger # 45094</u>		350	EA	\$ <u>5.92</u>

Total Section A \$221,520<sup>00</sup>

**SECTION B - BLAUER  
or Buyer Approved Equal**

Item	Description	Sustainable Attribute	Sample Quantity	Unit	Regular Size + (XS - XL) Price <u>XXL - 3XL</u>	Extended Price (QTY X Regular Size Price)	For Information Purposes Extended Size (2X+) Price <u>4XL</u>
82	Shirt, Blauer 8610Z, Short Sleeve, Pleated Pockets, Front Zipper closure		600	EA	\$ <u>39.50</u>	\$ <u>23,700<sup>00</sup></u>	\$ <u>57.35</u>
83	Shirt, Blauer 8131, 3 Button Polo Shirt w/ Pocket with cotton on the inside and no fade polyester on the outside. Patch pocket on left side of chest. Color Black, Navy Blue, Grey, Medium Blue, Red, Tan, Royal Blue		100	EA	\$ <u>39.99</u>	\$ <u>3,999<sup>00</sup></u>	\$ <u>51.99</u>
84	Shirt, Blauer 8600Z, Long Sleeve Silvertan Medium		125	EA	\$ <u>44.50</u>	\$ <u>5,562<sup>50</sup></u>	\$ <u>57.95</u>
85	Jacket, Blauer 6125 Men's Waterproof Breathable jacket		25	EA	\$ <u>149.50</u> <u>up to 3XL</u>	\$ <u>3,737<sup>50</sup></u>	\$ <u>197.30</u>

86	Raincoat, Blauer 26990, Reversible, 49" with hood		25	EA	\$121 <sup>ea</sup>	\$3035 <sup>ea</sup>	\$157.30 4XL
87	Jacket, Blauer 9840Z, Hi-Vis Yellow Jacket with Reflective "PEO"		25	EA	\$391 <sup>ea</sup>	\$9787 <sup>ea</sup>	\$505 <sup>ea</sup> 4XL
88	Pants, Blauer 8655-04, Poly Cargo Pant		600	PR	\$54 <sup>ea</sup>	\$32,700 <sup>ea</sup>	\$70.85 56-60
89	Pants, Blauer 8650-04, polyester gabardine, belt loop		200	PR	\$42 <sup>ea</sup>	\$8400 <sup>ea</sup>	\$54.50 56-60

Item	Description	Estimated Annual Expenditure	% Discount from Manufacture Catalog Suggested Retail Price (MSRP)	Extended Price	% Discount from Manufacture Catalog Suggested Retail Price (MSRP) for Non-Standard Uniform Sizes (if Applicable)	List Over or Under Sizes (if applicable)
90	Blauer Products	\$1,250,000.00	24%		24%	4XL + 4P 56-60
Total Section B				\$90,911.50		

**SECTION C - SEWING SERVICES**

Item	Description	Estimated Annual Amount	Price Per Item	Extended Price
91	Remove Patch and re-apply new patch(s) to Uniform Shirts	50	\$4.50	\$225 <sup>ea</sup>
92	Waist Tapers to Trousers	100	\$11.95	\$1195 <sup>ea</sup>
93	Additional Line Embroidery charge for Shirts	100	\$6.00	\$600 <sup>ea</sup>
94	Patch Application to garment <i>TO USED GARMENTS ONLY NOT INITIAL PURCHASE</i>	100	\$2.50	\$250 <sup>ea</sup>
95	Name Tab Replacement to garment	50	\$12.00	\$600 <sup>ea</sup>
96	Sewing emblem/patch on shirts, jackets, and caps <i>Initial New purchases</i>	200	\$N/C	\$-0-
97	Sewing emblem/patch breast badge on shirts and jackets <i>Initial new purchases</i>	200	\$N/C	\$-0-
98	Sewing nametapes and rank insignia on shirts and jackets <i>Initial New Purchases</i>	100	\$N/C	\$-0-
99	Removal of emblem/patch and nametapes from shirts and jackets	50	\$2.00	\$100 <sup>ea</sup>
100	Trouser Hemming <i>INITIAL New purchases (Re-Hems After initial sale - buy)</i>	2000	\$N/C	\$-0-
101	Maternity Alteration to Uniform Shirts	20	\$16.50	\$330 <sup>ea</sup>
102	Trouser Maternity Panels	20	\$15.50	\$310 <sup>ea</sup>
103	Zipper Replacement to Trousers	50	\$14.50	\$725 <sup>ea</sup>
104	Shirt body taper	50	\$14.00	\$700 <sup>ea</sup>
105	Shirt shorten shoulder	50	\$13.00	\$650 <sup>ea</sup>
106	Pants waist taper at back center	50	\$11.95	\$597 <sup>ea</sup>
Total Section C				\$6287 <sup>ea</sup>

**SECTION D - PATCHES**

Item	Description	Estimated Annual Amount	Price Per Item	Extended Price
107	Patch approximately 2-1/2' to 3" X 3" in size, twill embroidered with heat seal backing for replacement on cap. Minimum number of color 2	75	\$ <u>2.20</u>	\$ <u>165<sup>00</sup></u>
108	Patch approximately 2-1/2' to 3" X 3" in size, twill embroidered with heat seal backing for replacement on cap. Minimum number of color 3	75	\$ <u>2.20</u>	\$ <u>165<sup>00</sup></u>
109	Patch approximately 2-1/2' to 3" X 3" in size, twill embroidered with heat seal backing for replacement on cap. Minimum number of color 4	75	\$ <u>2.20</u>	\$ <u>165<sup>00</sup></u>
110	Patch approximately 2-1/2' to 3" X 3" in size, twill embroidered with heat seal backing for replacement on cap. Minimum number of color 5	75	\$ <u>2.20</u>	\$ <u>165<sup>00</sup></u>
111	Patch approximately 2-1/2' to 3" X 3" in size, twill embroidered with heat seal backing for replacement on cap. Minimum number of color 6	75	\$ <u>2.20</u>	\$ <u>165<sup>00</sup></u>
112	Patch approximately 2-1/2' to 3" X 3" in size, twill embroidered with heat seal backing for replacement on cap. Minimum number of color 7	75	\$ <u>2.20</u>	\$ <u>165<sup>00</sup></u>
113	Patch approximately 2-1/2' to 3" X 3" in size, twill embroidered with heat seal backing for replacement on cap. Minimum number of color 8	75	\$ <u>2.20</u>	\$ <u>165<sup>00</sup></u>
<b>Total Section D</b>				\$ <u>1155<sup>00</sup></u>

**SECTION E FEE FOR ON LINE ORDERING AND RECORD KEEPING SYSTEM**

Item	Description	Estimated Annual Amount	Unit	Price Per Item	Extended Price
114	Implimentation of on-line ordering and record keeping	1	1	\$ <u>-0-</u>	\$ <u>-0-</u>
115	Annual maintenance of on-line ordering and record keeping *	5	1	\$ <u>*</u>	\$ <u>*</u>
* <u>10<sup>00</sup> per employee loaded in system per year - See EXCEPTIONS page</u>					<b>Total Section E</b> \$ <u>-</u>

**SECTION F FEE FOR COLLECTION, SECURING, DISPOSING, AND RECYCLING OF RETIRED UNIFORMS ITEMS**

Item	Description	Estimated Annual Amount	Unit	Extended Price
116	State the monthly fee you will charge the City to collecting, securing, disposing, and recycling of retired uniform items	12	monthly	\$ <u>-0-</u>

**SECTION G % DISCOUNT FROM MANUFACTURE CATALOG SUGGESTED RETAIL PRICE (MSRP)**

Item	Description	Estimated Annual Expenditure	% Discount from Manufacture Catalog Suggested Retail Price (MSRP)	Extended Price	% Discount from Manufacture Catalog Suggested Retail Price (MSRP) for Non-Standard Uniform Sizes (if Applicable)	List Over or Under Sizes (if applicable)
117	Softgoods (Apparel and Accessories)	\$150,000.00	% <u>10%</u>	\$ <u>135,000</u>	<u>10%</u>	<u>varies by mfg</u>
118	Hardgoods (Personal Protective Equipment)	\$75,000.00	% <u>10%</u>	\$ <u>67,500</u>	<u>10%</u>	<u>varies by mfg</u>
<b>Total Section G</b>				\$ <u>202,500</u>		

**GRAND TOTAL (SECTION A through G)** \$ 522,369<sup>00</sup>

## SECTION F FEE FOR COLLECTION, SECURING, DISPOSING, AND RECYCLING OF RETIRED UNIFORMS ITEMS

## FOR INFORMATION PURPOSES ONLY

Indicate below the Discount from Manufacture Catalog Suggested Retail Price (MSRP) the Vendor will charge the City for manufacturers listed below. If Vendor is unable to supply the specified product lines, indicate "N/A".

Indicate below the percentage Mark-up or Discount the Vendor will charge for all sizes that are over or under the standard uniform sizes. If Vendor is unable to supply the specified product lines, indicate "N/A".

Vendor shall add lines for additional brands that are available, but are not listed.

Item	Description	Sample Quantity	Unit	Regular Size (XS - XL) Price	Extended Price (QTY X Regular Size Price)	For Information Purposes Extended Size (2X+) Price
119	Premium Long Sleeve Henley Shirt, Tyndale, M060T, Navy and Gray 7.3oz FRMC 2 Lacoste Knit. or buyer approved equal, Arc Rating: EBT: 10.9 / HRC: 2 Manufacturer's Name and Style # <u>Tyndale M060T</u>	1	EA	\$ <u>69<sup>00</sup></u>	\$ <u>69<sup>00</sup></u>	\$ <u>82<sup>50</sup></u>
120	Button Down Work Shirt 8 CAL, Tyndale, K196T, Khaki or buyer approved equal Arc Rating: 10.9 Ebt/HRC:2, Manufacturer's Name and Style # <u>Tyndale K196T</u>	1	EA	\$ <u>55<sup>00</sup></u>	\$ <u>55<sup>00</sup></u>	\$ <u>66<sup>00</sup></u>
121	Men RelaxedFit Denim Jeans, 100% Cotton Jean 23CAL, Tyndale, J230T 14.75 oz Amtex 100% FR Cotton or buyer approved equal Arc Rating: 23.8 / HRC: 2 Manufacturer's Name and Style # <u>Tyndale J230T</u>	1	EA	\$ <u>59<sup>00</sup></u>	\$ <u>59<sup>00</sup></u>	\$ <u>70<sup>50</sup></u>
122	Men RelaxedFit Denim Jeans, Tyndale Amtex Dungaree 15.2 CAL, J290T 11.75 oz Amtex 100% FR Cotton or buyer approved equal Arc Rating: 15.2/HRC 2 Manufacturer's Name and Style # <u>Tyndale J290T</u>	1	EA	\$ <u>75<sup>00</sup></u>	\$ <u>75<sup>00</sup></u>	\$ <u>90<sup>00</sup></u>
123	Men RelaxedFit Denim Jeans, Tyndale FRMC 15CAL, F290T 14.25 oz FRMC FR Cotton Arc Rating:ATPV: 15.3/HRC:2 <u>Tyndale F290T</u>	1	EA	\$ <u>92<sup>00</sup></u>	\$ <u>92<sup>00</sup></u>	\$ <u>110.40</u>
124	Men Regular Fit Premium Jean 15CAL, Tyndale, 14oz FRMC Denim, F235T or buyer approved equal Arc Rating: ATPV: 15.3 / HRC:2 Manufacturer's Name and Style # <u>Tyndale F235T</u>	1	EA	\$ <u>81<sup>00</sup></u>	\$ <u>81<sup>00</sup></u>	\$ <u>97.20</u>
125	Women Premium Long Sleever Henley Shirt, Tyndale, Light Blue or Tan, M063T 7 oz. FRMC™ Lacoste Knit or buyer approved equal Arc Rating: 10.9 Ebt/HRC:2 Manufacturer's Name and Style # <u>Tyndale M063T</u>	1	EA	\$ <u>69<sup>00</sup></u>	\$ <u>69<sup>00</sup></u>	\$ <u>82<sup>50</sup></u>
126	Women's Long Sleeve Button Down Work Shirt, Tyndale, K193T, Khaki 7oz Amtex FR 88% Cotton 12% Nylon Twill or buyer approved equal Arc Rating: 8.6 / HRC: 2 Manufacturer's Name and Style # <u>Tyndale K193T</u>	1	EA	\$ <u>55<sup>00</sup></u>	\$ <u>55<sup>00</sup></u>	\$ <u>66<sup>00</sup></u>
127	Women Relaxed Fit Denim Jean, Tyndale, F293T, 14oz FRMC Denim or buyer approved equal Arc Rating:15.3/HRC:2 Manufacturer's Name and Style # <u>Tyndale F293T</u>	1	EA	\$ <u>93<sup>00</sup></u>	\$ <u>93<sup>00</sup></u>	\$ <u>111.60</u>
128	Women's Straight Leg Jean, Tyndale, J233T 14.75oz Amtex 100% FR Cotton or buyer approved equal Arc Rating: 23.8 / HRC: 2 Manufacturer's Name and Style # <u>Tyndale J233T</u>	1	EA	\$ <u>59<sup>00</sup></u>	\$ <u>59<sup>00</sup></u>	\$ <u>70<sup>50</sup></u>
129	Women Unlined Coverall with Leg Zippers, Tyndal, U402T or buyer approved equal Arc Rating: ATPV:12.4/HRC:2 Manufacturer's Name and Style # <u>Tyndale U402T</u>	1	EA	\$ <u>130<sup>00</sup></u>	\$ <u>130<sup>00</sup></u>	\$ <u>156<sup>00</sup></u>
130	Premium Insulated Active Jacket, Tyndale, K675T, Navy or Brown Outershell: 11oz Amtex FR 88% Cotton 12% Nylon Duck Lining: 9oz Thinsulate or buyer approved equal Arc Rating: 45 /HRC: 4 Manufacturer's Name and Style # <u>Tyndale K675T</u>	1	EA	\$ <u>230<sup>00</sup></u>	\$ <u>230<sup>00</sup></u>	\$ <u>276<sup>00</sup></u>
131	Lined Premium Three Season Jacket, Tyndale, K610T, Navy Outershell: 11oz Amtex FR 88% Cotton 12% Nylon Duck Lining: 7oz Amtex FR 88% Cotton 12% Nylon Twill or buyer approved equal Arc Rating: 36.5/ HRC: 3 Manufacturer's Name and Style # <u>Tyndale K610T</u>	1	EA	\$ <u>180<sup>00</sup></u>	\$ <u>180<sup>00</sup></u>	\$ <u>216<sup>00</sup></u>
132	Hooded Windbreaker, Tyndale, K660T, Navy, 9oz Amtex FR 88% Cotton 12% Nylon Twill or buyer approved equal Arc Rating: 12.2 / HRC: 2 Manufacturer's Name and Style # <u>Tyndale K660T</u>	1	EA	\$ <u>119<sup>00</sup></u>	\$ <u>119<sup>00</sup></u>	\$ <u>142<sup>50</sup></u>
133	Premium Lined Three Season Hooded Jacket, Tyndale, K668T, Navy, Outershell: 7oz Amtex, Lining: 7oz In Amtex or buyer approved equal Arc Rating: 28.0/HRC 3 Manufacturer's Name and Style # <u>Tyndale K668T</u>	1	EA	\$ <u>180<sup>00</sup></u>	\$ <u>180<sup>00</sup></u>	\$ <u>216<sup>00</sup></u>

## SECTION F FEE FOR COLLECTION, SECURING, DISPOSING, AND RECYCLING OF RETIRED UNIFORMS ITEMS

134	Insulated Chore Coat, Tyndale, K650T, Brown or Navy OuterShell: 11oz Amtex FR DUCK 88% Cotton / 12% Nylon, Lining: 9oz Amtex Thinsulate or buyer approved equal ArcRating: 45 / HRC: 4 Manufacturer's Name and Style # <u>Tyndale K650T</u>	1	EA	\$ <u>233<sup>00</sup></u>	\$ <u>233<sup>00</sup></u>	\$ <u>279<sup>60</sup></u>
135	Premium Insulated Active Jacket, Tyndale, K675T, Navy or Brown, Outershell: 11oz Amtex FR 88% Cotton 12% Nylon Duck, Lining: 9oz Thinsulate, or buyer approved equal Arc Rating: 45 /HRC: 4 Manufacturer's Name and Style # <u>Tyndale K675T</u>	1	EA	\$ <u>233<sup>00</sup></u>	\$ <u>233<sup>00</sup></u>	\$ <u>267<sup>60</sup></u>
136	Freedom™ Field Coat, Tyndale, K659T, Navy or Green, 9 oz Amtex 88% Cotton / 12% Nylon or buyer approved equal Arc Rating: 12 Cal / HRC: 2 Manufacturer's Name and Style # <u>Tyndale K659T</u>	1	EA	\$ <u>150<sup>00</sup></u>	\$ <u>150<sup>00</sup></u>	\$ <u>180<sup>00</sup></u>
137	Premium Pullover Sweatshirt with Hood, Tyndale, F700T, Gray or Navy, 14oz FRMC or buyer approved equal Arc Rating: EBT: 21.8/HRC: 2 Manufacturer's Name and Style # <u>Tyndale F700T</u>	1	EA	\$ <u>150<sup>00</sup></u>	\$ <u>150<sup>00</sup></u>	\$ <u>180<sup>00</sup></u>
138	Premium Double-Ply Heavyweight Swtshirt, Tyndale, F705T, Navy 2 Layers 14oz FRMC Arc Rating: 46.8 / HRC: 4 Manufacturer's Name and Style # <u>Tyndale F705T</u>	1	EA	\$ <u>216<sup>00</sup></u>	\$ <u>216<sup>00</sup></u>	\$ <u>259<sup>30</sup></u>
139	Premium Zipper Sweatshirt with Hood, Tyndale, F720T, Navy 14.8oz FRMC Arc Rating: 21.8/HRC Manufacturer's Name and Style # <u>Tyndale F720T</u>	1	EA	\$ <u>166<sup>00</sup></u>	\$ <u>166<sup>00</sup></u>	\$ <u>199<sup>00</sup></u>
140	Prem Hooded Lined Zip-Front Sweatshirt, Tyndale, F724T, Navy Shell: 14oz FRMC, Lining: 11oz Waffle Knit FRMC Arc Rating: 44.5/HRC:4 Manufacturer's Name and Style # <u>Tyndale F724T</u>	1	EA	\$ <u>209<sup>00</sup></u>	\$ <u>209<sup>00</sup></u>	\$ <u>250.80</u>
141	Coverall, Polycoated, U400V Men's Coverall 9oz. Ultrasoft w/ Leg Zippers, 9oz. Ultrasoft Twill, Side Vents, Single Needle Stitched, Non-conductive leg zipper with protective flap to knee, Multiple tool and utility pockets, Flash Fire rated, Imported by Value Line, Arc Rating: 12.4/HRC:2 Brand: ValueLine FR or buyer approve equal Manufacturer's Name and Style # <u>Value line U400V</u>	1	EA	\$ <u>130<sup>00</sup></u>	\$ <u>130<sup>00</sup></u>	\$ <u>156<sup>00</sup></u>
142	12.5oz. Nomex Knit Cap 37CAL, Tyndale, N991T, Black, or buyer approved equal Arc Rating: 37 / HRC: 3 Manufacturer's Name and Style # <u>Tyndale N991T</u>	1	EA		\$ <u>32<sup>00</sup></u>	
143	Glove, Latex, Disposable, Non-sterile, Powder Free, Large Microflex PN#MF-300-L-Large - 100 per box (10 BX/Per Case) Brand: Hand and Armor-Gdlpf101L or buyer approve equal Manufacturer's Name and Style # <u>Microflex # MF-300-L</u>	1	EA		\$ <u>24.90 per 100 pack</u>	
144	Gloves, 100% Brown Cotton Jersey with Matching Knit Wrist, Clute Cut, Fits All Brands: Liberty GLOV-4503Q; MAGID-T91; MEMPHIS-7100; WELLS LAMONT-702 or buyer approve equal Manufacturer's Name and Style # <u>CONDOR # 32L57</u>	1	EA		\$ <u>1.20 ea.</u>	
145	Gloves, Protector, Leather, 10 Inch in length, For Mechanical Protection over Low Voltage Rubber Insulating Gloves with pull strap. Gloves shall comply with ANSI/ASTM F696. CLASS 0. Brands: KUNZ-999S ; SALISBURY-LPG10A or buyer approve equal Manufacturer's Name and Style # <u>Salisbury # LPG10A/10</u>	1	EA		\$ <u>45.00 ea.</u>	
146	Gloves, Split Leather Palm, Thumb, Full Forefinger, Fingertips, Knuckle Strap, 100% Cotton back with Rubberized Gauntlet Cuff BrandsL Illinois Giv-657-X, Klein Tools-40012 or buyer approve equal Manufacturer's Name and Style # <u>CONDOR # 4TJX1</u>	1	EA		\$ <u>22.00 ea.</u>	
147	Gloves, Work, Leather with Adjustable Ball and Tape Fastener Wells Lamont P/M 1178L, Brands: BOSS-6023L; CORDOVA-8221L; LIBERTY GLOV-6126L; MAGID-B540L; WELLS LAMONT-1178L; TUFF MATE GL-1550L Manufacturer's Name and Style # <u>Condor # 4TJX2</u>	1	EA		\$ <u>22.00 ea.</u>	
148	Gloves, Work, Leather, with adjustable Ball and Tape Fastener. Wells Lamont P/N 1178M Brands or Buyer Approve Equal: BOSS-6023M, CORDOVA-8221M; LIBERTY GLOV-6126M; MAGID-B540M; WELLS LAMONT-1178M; TUFF MATE GL-1550M; GRAINGER-4TJY8 or buyer approve equal Manufacturer's Name and Style # <u>CONDOR # 32L51</u>	1	EA		\$ <u>8.30 ea.</u>	
149	Gloves, Nitrile Brands: MEMPHIS-5339S; N SAFTY PROD-LA-111-EB-FL SIZE 9; MAGID-WF89; NITRI-GUARD-BE 730-9 or buyer approve equal Manufacturer's Name and Style # <u>MCR safety #5339S</u>	1	EA		\$ <u>37.50 / 12 pk</u>	
150	Gloves, Work, Split Leather Palm, Thumb, Full Forefinger, Fingertips, Knuckle Strap, 100% Cotton Back with Rubberized Gauntlet Cuff Brands: ILLINOIS GLV-657M; MAGID-TG23EM; MEMPHIS-1210M; WELLS LAMONT-229M or buyer approve equal Manufacturer's Name and Style # <u>Wells Lamont # 229M</u>	1	EA		\$ <u>16.60 ea.</u>	
151	Glove, Nitrile, for PCB Cleanup, 18 Mil thick, Minimum of 13" long, Lined Brands: LIBERTY GLOV-4503Q; PIONEER-AF1811(SIZE 11); MAGID-WF811; WESTCHESTER 2418 or buyer approve equal Manufacturer's Name and Style # <u>MARA # AF-18</u>	1	EA		\$ <u>3.20 ea.</u>	

**SECTION F FEE FOR COLLECTION, SECURING, DISPOSING, AND RECYCLING OF RETIRED UNIFORMS ITEMS**

152	Glove, Disposable, Latex, Sterile, One size fits Brands: N SAFETY PROD-02-99-99; NORTH HEALTH-02-99-99; MAGID-029999 or buyer approve equal Manufacturer's Name and Style # <u>North by Honeywell #029990</u>	1	PKG	\$ <u>1.50 / PR</u>
153	Glove, Lined Leather Drivers, Thermal Cotton Lining Brands: MAGID-TB552ETL; MEMPHIS-3280L or buyer approve equal Manufacturer's Name and Style # <u>MCR Safety # 3280L</u>	1	EA	\$ <u>125<sup>00</sup> / 12 PK</u>
154	Gloves, Leather, 10" in length, In Conformance with ANSI/ASTM F696. Class O, with Pull Strap Approved Brands: KUNZ-999S; SALISBURY-LPG10A or buyer approve equal Manufacturer's Name and Style # _____	1	EA	\$ <u>NO Bid</u>
155	Glove Leather, Size Medium - X-Large, Brand. Kunz-552 or buyer approve equal Manufacturer's Name and Style # _____	1	EA	\$ <u>NO Bid</u>
156	Glove, Nitrile Purple Exam. 100 per pack, 10 pack per case, Brand Kimberly-Clark-19-149-863C or buyer approve equal Manufacturer's Name and Style # <u>Kimberly-Clark #55082</u>	1	PKG	\$ <u>25.60 / 100 PK</u>
157	Glove, Mechanics, Cuff Hook and Loop Wrist Strap, Color Blue/Black with Gel Padded Palm, Brand: Grainger -- 2XRU7 or buyer approve equal Manufacturer's Name and Style # <u>CONDOR # 2XRU7</u>	1	EA	\$ <u>25.00 / PR</u>
158	Glove, Ansell Hylflex Foam P/N 11801, Brand: ANSELL HEALTHCARE-11801; FASTENAL COMPANY-1022343 or buyer approve equal Manufacturer's Name and Style # <u>ANSSELL # 11-801-9</u>	1	EA	\$ <u>6.00 / PR</u>
159	Palm Coated Glove, Polyurethane Coated, Nylon Lining, color Black/Gray, Brand GRAINGER-4JU92 or buyer approve equal Manufacturer's Name and Style # <u>Ansell # 11-200 8</u>	1	EA	\$ <u>4.20 / PR</u>
160	Salisbury SA79R - Hat, Hard, Cap style, orange ATPV rating of 12 cal/cm2. Meets NFPA 70E to be used with Salisbury face shield AS1200CLR Manufacturer's Name and Style # _____	1	EA	\$ <u>NO Bid</u>
161	Salisbury AS1200CLR - Face shield, Arc flash, ATV rating of 12 cal/cm2 with transparent Chin Guard to fit Salisbury cap style hard hat #SA79R Manufacturer's Name and Style # <u>Salisbury # AS1200CLR</u>	1	EA	\$ <u>140.00 ea.</u>
162	Salisbury AS1200FB-CLR - Face shield, Arc flash, ATV rating of 12 cal/cm2 with transparent Chin Guard to fit on MSA v-guard full brim hard hat Manufacturer's Name and Style # <u>Salisbury # AS1200FB-CLR</u>	1	EA	\$ <u>159.00 ea.</u>
163	Salisbury AFLENS - Lens, Anti fog, clear to fit Salisbury arc flash face shield #AS1200CLR and AS1200FB-CLR. Manufacturer's Name and Style # <u>Salisbury AFLENS</u>	1	EA	\$ <u>32.00 ea.</u>

The City may wish to purchase additional items from the manufacturer not listed on this bid sheet. Indicate below the **Discount from Discount/Mark-up MSRP Price List** the City will be charged, the Contractor must be prepared to furnish proof of Dealer Cost with a copy of invoice from supplier.

Item	Manufacturer	% Discount from Manufacture Catalog Suggested Retail Price (MSRP)	% Discount/Mark-up from Manufacture Catalog Suggested Retail Price (MSRP) for Non-Standard Uniform Sizes (if Applicable)	List Over or Under Sizes (if applicable)
164	Red Kap	10%	10% <input checked="" type="checkbox"/> DISCOUNT <input type="checkbox"/> MARK UP	
165	OccuNomix	—	— <input checked="" type="checkbox"/> DISCOUNT <input type="checkbox"/> MARK UP	
166	Gildan	10%	10% <input checked="" type="checkbox"/> DISCOUNT <input type="checkbox"/> MARK UP	
167	Anvil	10%	10% <input checked="" type="checkbox"/> DISCOUNT <input type="checkbox"/> MARK UP	
168	KC Caps	10%	10% <input checked="" type="checkbox"/> DISCOUNT <input type="checkbox"/> MARK UP	

**SECTION F FEE FOR COLLECTION, SECURING, DISPOSING, AND RECYCLING OF RETIRED UNIFORMS ITEMS**

169	Dickies	10%	<input checked="" type="checkbox"/> DISCOUNT <input type="checkbox"/> MARK UP
170	ValueLineFR	<del>_____</del>	<input type="checkbox"/> DISCOUNT <input checked="" type="checkbox"/> MARK UP
171	Topps Safety Apparel	10%	<input checked="" type="checkbox"/> DISCOUNT <input type="checkbox"/> MARK UP
172	Bulwark	10%	<input checked="" type="checkbox"/> DISCOUNT <input type="checkbox"/> MARK UP
173	Workrite	10%	<input checked="" type="checkbox"/> DISCOUNT <input type="checkbox"/> MARK UP
174	Workweartoday.com	<del>_____</del>	<input type="checkbox"/> DISCOUNT <input checked="" type="checkbox"/> MARK UP
175	Airgas FR Coveralls	<del>_____</del>	<input type="checkbox"/> DISCOUNT <input checked="" type="checkbox"/> MARK UP
176	Techline FR Hoodies	<del>_____</del>	<input type="checkbox"/> DISCOUNT <input checked="" type="checkbox"/> MARK UP
177	Cavendars FR Coveralls	<del>_____</del>	<input type="checkbox"/> DISCOUNT <input checked="" type="checkbox"/> MARK UP
178	Tyndal: Arc rated sweatshirts	30%	<input type="checkbox"/> DISCOUNT <input checked="" type="checkbox"/> MARK UP
179			<input type="checkbox"/> DISCOUNT <input type="checkbox"/> MARK UP
180			<input type="checkbox"/> DISCOUNT <input type="checkbox"/> MARK UP
181			<input type="checkbox"/> DISCOUNT <input type="checkbox"/> MARK UP
182			<input type="checkbox"/> DISCOUNT <input type="checkbox"/> MARK UP
183			<input type="checkbox"/> DISCOUNT <input type="checkbox"/> MARK UP
184			<input type="checkbox"/> DISCOUNT <input type="checkbox"/> MARK UP
185			<input type="checkbox"/> DISCOUNT <input type="checkbox"/> MARK UP
186			<input type="checkbox"/> DISCOUNT <input type="checkbox"/> MARK UP
187			<input type="checkbox"/> DISCOUNT <input type="checkbox"/> MARK UP
188	Indicate on a separate document the pricing structure you will offer the City for screen printing, embroidery, and heat transfer on apparel including the set up fees		

\* ALTERNATE Bid For Bulwark in place of Tyndale

SECTION F FEE FOR COLLECTION, SECURING, DISPOSING, AND RECYCLING OF RETIRED UNIFORMS ITEMS

FOR INFORMATION PURPOSES ONLY

Indicate below the Discount from Manufacture Catalog Suggested Retail Price (MSRP) the Vendor will charge the City for manufacturers listed below. If Vendor is unable to supply the specified product lines, indicate "N/A".

Indicate below the percentage Mark-up or Discount the Vendor will charge for all sizes that are over or under the standard uniform sizes. If Vendor is unable to supply the specified product lines, indicate "N/A".

Vendor shall add lines for additional brands that are available, but are not listed.

Item	Description	Sample Quantity	Unit	Regular Size (XS - XL) Price	Extended Price (QTY X Regular Size Price)	For Information Purposes Extended Size (2X+) Price
119	Premium Long Sleeve Henley Shirt, Tyndale, M060T, Navy and Gray 7.3oz FRMC 2 Lacoste Knit. or buyer approved equal, Arc Rating: EBT: 10.9 / HRC: 2 Manufacturer's Name and Style # <u>BULWARK SEL3NV, GY</u>	1	EA	\$ <u>59<sup>00</sup></u>	\$ <u>59<sup>00</sup></u>	\$ <u>70.80</u>
120	Button Down Work Shirt 8 CAL, Tyndale, K196T, Khaki or buyer approved equal Arc Rating: 10.9 Ebt/HRC:2 Manufacturer's Name and Style # <u>BULWARK SLW3KH, LB, NV</u>	1	EA	\$ <u>50<sup>00</sup></u>	\$ <u>50<sup>00</sup></u>	\$ <u>60.60</u>
121	Men RelaxedFit Denim Jeans, 100% Cotton Jean 23CAL, Tyndale, J230T 14.75 oz Amtex 100% FR Cotton or buyer approved equal Arc Rating: 23.8 / HRC: 2 Manufacturer's Name and Style # <u>BULWARK PEJ2DD</u>	1	EA	\$ <u>46<sup>00</sup></u>	\$ <u>46<sup>00</sup></u>	\$ <u>55.20</u>
122	Men RelaxedFit Denim Jeans, Tyndale Amtex Dungaree 15.2 CAL, J290T 11.75 oz Amtex 100% FR Cotton or buyer approved equal Arc Rating: 15.2/HRC 2 Manufacturer's Name and Style # <u>BULWARK PEJ8SW, BW</u>	1	EA	\$ <u>60<sup>00</sup></u>	\$ <u>60<sup>00</sup></u>	\$ <u>72<sup>00</sup></u>
123	Men RelaxedFit Denim Jeans, Tyndale FRMC 15CAL, F290T 14.25 oz FRMC FR Cotton Arc Rating: ATPV: 15.3/HRC:2 <u>BULWARK PEJ2DD</u>	1	EA	\$ <u>46<sup>00</sup></u>	\$ <u>46<sup>00</sup></u>	\$ <u>55.20</u>
124	Men Regular Fit Premium Jean 15CAL, Tyndale, 14oz FRMC Denim, F235T or buyer approved equal Arc Rating: ATPV: 15.3 / HRC:2 Manufacturer's Name and Style # <u>BULWARK PEJ4DW</u>	1	EA	\$ <u>53<sup>00</sup></u>	\$ <u>53<sup>00</sup></u>	\$ <u>62.40</u>
125	Women Premium Long Sleever Henley Shirt, Tyndale, Light Blue or Tan, M063T 7 oz. FRMC™ Lacoste Knit or buyer approved equal Arc Rating: 10.9 Ebt/HRC:2 Manufacturer's Name and Style # <u>BULWARK SEL3NV, SEL3LB, SEL3KH</u>	1	EA	\$ <u>58<sup>00</sup></u>	\$ <u>58<sup>00</sup></u>	\$ <u>69.60</u>
126	Women's Long Sleeve Button Down Work Shirt, Tyndale, K193T, Khaki 7oz Amtex FR 88% Cotton 12% Nylon Twill or buyer approved equal Arc Rating: 8.6 / HRC: 2 Manufacturer's Name and Style # <u>BULWARK SEL3KH</u>	1	EA	\$ <u>54<sup>00</sup></u>	\$ <u>54<sup>00</sup></u>	\$ <u>64.80</u>
127	Women Relaxed Fit Denim Jean, Tyndale, F293T, 14oz FRMC Denim or buyer approved equal Arc Rating: 15.3/HRC:2 Manufacturer's Name and Style # <u>BULWARK PEJ3DW</u>	1	EA	\$ <u>53<sup>00</sup></u>	\$ <u>53<sup>00</sup></u>	\$ <u>62.40</u>
128	Women's Straight Leg Jean, Tyndale, J233T 14.75oz Amtex 100% FR Cotton or buyer approved equal Arc Rating: 23.8 / HRC: 2 Manufacturer's Name and Style # <u>BULWARK PEJWSJ</u>	1	EA	\$ <u>54<sup>00</sup></u>	\$ <u>54<sup>00</sup></u>	\$ <u>64.80</u>
129	Women Unlined Coverall with Leg Zippers, Tyndal, U402T or buyer approved equal Arc Rating: ATPV:12.4/HRC:2 Manufacturer's Name and Style # _____	1	EA	\$ _____	\$ _____	\$ _____
130	Premium Insulated Active Jacket, Tyndale, K675T, Navy or Brown Outershell: 11oz Amtex FR 88% Cotton 12% Nylon Duck Lining: 9oz Thinsulate or buyer approved equal Arc Rating: 45 /HRC: 4 Manufacturer's Name and Style # <u>BULWARK JLN4BD</u>	1	EA	\$ <u>159<sup>00</sup></u>	\$ <u>159<sup>00</sup></u>	\$ <u>190.80</u>
131	Lined Premium Three Season Jacket, Tyndale, K610T, Navy Outershell: 11oz Amtex FR 88% Cotton 12% Nylon Duck Lining: 7oz Amtex FR 88% Cotton 12% Nylon Twill or buyer approved equal Arc Rating: 36.5/ HRC: 3 Manufacturer's Name and Style # <u>BULWARK JLF6NV, BK</u>	1	EA	\$ <u>245<sup>00</sup></u>	\$ <u>245<sup>00</sup></u>	\$ <u>294.00</u>
132	Hooded Windbreaker, Tyndale, K660T, Navy, 9oz Amtex FR 88% Cotton 12% Nylon Twill or buyer approved equal Arc Rating: 12.2 / HRC: 2 Manufacturer's Name and Style # _____	1	EA	\$ _____	\$ _____	\$ _____
133	Premium Lined Three Season Hooded Jacket, Tyndale, K669T, Navy, Outershell: 7oz Amtex, Lining: 7oz In Amtex or buyer approved equal Arc Rating: 28.0/HRC 3 Manufacturer's Name and Style # <u>BULWARK JLN4BD</u>	1	EA	\$ <u>159<sup>00</sup></u>	\$ <u>159<sup>00</sup></u>	\$ <u>190.80</u>

**SECTION F FEE FOR COLLECTION, SECURING, DISPOSING, AND RECYCLING OF RETIRED UNIFORMS ITEMS**

134	Insulated Chore Coat, Tyndale, K650T, Brown or Navy OuterShell: 11oz Amtex FR DUCK 88% Cotton / 12% Nylon, Lining: 9oz Amtex Thinsulate or buyer approved equal ArcRating: 45 / HRC: 4 Manufacturer's Name and Style # <u>BULWARK JLC4BD</u>	1	EA	\$ <u>160<sup>00</sup></u>	\$ <u>160<sup>00</sup></u>	\$ <u>192<sup>00</sup></u>
135	Premium Insulated Active Jacket, Tyndale, K675T, Navy or Brown, Outershell: 11oz Amtex FR 88% Cotton 12% Nylon Duck, Lining: 9oz Thinsulate, or buyer approved equal Arc Rating: 45 /HRC: 4 Manufacturer's Name and Style # <u>BULWARK JLH4BD</u>	1	EA	\$ <u>159<sup>00</sup></u>	\$ <u>159<sup>00</sup></u>	\$ <u>190<sup>00</sup></u>
136	Freedom™ Field Coat, Tyndale, K659T, Navy or Green, 9 oz Amtex 88% Cotton / 12% Nylon or buyer approved equal Arc Rating: 12 Cal / HRC: 2 Manufacturer's Name and Style # _____	1	EA	\$ _____	\$ _____	\$ _____
137	Premium Pullover Sweatshirt with Hood, Tyndale, F700T, Gray or Navy, 14oz FRMC or buyer approved equal Arc Rating: EBT: 21.8/HRC: 2 Manufacturer's Name and Style # <u>BULWARK SEH2NV</u>	1	EA	\$ <u>140<sup>00</sup></u>	\$ <u>140<sup>00</sup></u>	\$ <u>168<sup>00</sup></u>
138	Premium Double-Ply Heavyweight Swtshirt, Tyndale, F705T, Navy 2 Layers 14oz FRMC Arc Rating: 46.8 / HRC: 4 Manufacturer's Name and Style # _____	1	EA	\$ _____	\$ _____	\$ _____
139	Premium Zipper Sweatshirt with Hood, Tyndale, F720T, Navy 14.8oz FRMC Arc Rating: 21.8/HRC Manufacturer's Name and Style # <u>BULWARK SMH6NV</u>	1	EA	\$ <u>173<sup>00</sup></u>	\$ <u>173<sup>00</sup></u>	\$ <u>207.60</u>
140	Prem Hooded Lined Zip-Front Sweatshirt, Tyndale, F724T, Navy Shell: 14oz FRMC, Lining: 11oz Waffle Knit FRMC Arc Rating: 44.5/HRC:4 Manufacturer's Name and Style # _____	1	EA	\$ _____	\$ _____	\$ _____
141	Coverall, Polycoated, U400V Men's Coverall 9oz. Ultrasoft w/ Leg Zippers, 9oz. Ultrasoft Twill, Side Vents, Single Needle Stitched, Non-conductive leg zipper with protective flap to knee, Multiple tool and utility pockets, Flash Fire rated, Imported by Value Line, Arc Rating: 12.4/HRC:2 Brand: ValueLine FR or buyer approve equal Manufacturer's Name and Style # <u>BULWARK CL24</u>	1	EA	\$ <u>105<sup>00</sup></u>	\$ <u>105<sup>00</sup></u>	\$ <u>126<sup>00</sup></u>
142	12.5oz. Nomex Knit Cap 37CAL, Tyndale, N991T, Black, or buyer approved equal Arc Rating: 37 / HRC: 3 Manufacturer's Name and Style # <u>BULWARK HMC2BK</u>	1	EA		\$ <u>23<sup>00</sup></u>	
143	Glove, Latex, Disposable, Non-sterile, Powder Free, Large Microflex PN#MF-300-L-Large - 100 per box (10 BX/Per Case) Brand: Hand and Armor-Gdip101L or buyer approve equal Manufacturer's Name and Style # _____	1	EA		\$ _____	
144	Gloves, 100% Brown Cotton Jersey with Matching Knit Wrist, Clute Cut, Fits All Brands: Liberty GLOV-4503Q; MAGID-T91; MEMPHIS-7100; WELLS LAMONT-702 or buyer approve equal Manufacturer's Name and Style # _____	1	EA		\$ _____	
145	Gloves, Protector, Leather, 10 Inch in length, For Mechanical Protection over Low Voltage Rubber Insulating Gloves with pull strap. Gloves shall comply with ANSI/ASTM F696. CLASS 0, Brands: KUNZ-999S ; SALISBURY-LPG10A or buyer approve equal Manufacturer's Name and Style # _____	1	EA		\$ _____	
146	Gloves, Split Leather Palm, Thumb, Full Forefinger, Fingertips, Knuckle Strap, 100% Cotton back with Rubberized Gauntlet Cuff Brands: Illinois Glv-657-X, Klein Tools-40012 or buyer approve equal Manufacturer's Name and Style # _____	1	EA		\$ _____	
147	Gloves, Work, Leather with Adjustable Ball and Tape Fastener Wells Lamont P/M 1178L, Brands: BOSS-6023L; CORDOVA-8221L, LIBERTY GLOV-6126L, MAGID-B540L; WELLS LAMONT-1178L, TUFF MATE GL-1550L Manufacturer's Name and Style # _____	1	EA		\$ _____	
148	Gloves, Work, Leather, with adjustable Ball and Tape Fastener, Wells Lamont P/N 1178M Brands or Buyer Approve Equal: BOSS-6023M; CORDOVA-8221M; LIBERTY GLOV-6126M; MAGID-B540M; WELLS LAMONT-1178M; TUFF MATE GL-1550M; GRAINGER-4TJY8 or buyer approve equal Manufacturer's Name and Style # _____	1	EA		\$ _____	
149	Gloves, Nitrile Brands: MEMPHIS-5339S; N SAFTY PROD-LA-111-EB-FL SIZE 9; MAGID-WF89; NITRI-GUARD-BE 730-9 or buyer approve equal Manufacturer's Name and Style # _____	1	EA		\$ _____	
150	Gloves, Work, Split Leather Palm, Thumb, Full Forefinger, Fingertips, Knuckle Strap, 100% Cotton Back with Rubberized Gauntlet Cuff Brands: ILLINOIS GLV-657M; MAGID-TG23EM; MEMPHIS-1210M; WELLS LAMONT-229M or buyer approve equal Manufacturer's Name and Style # _____	1	EA		\$ _____	
151	Glove, Nitrile, for PCB Cleanup, 18 Mil thick, Minimum of 13" long, Lined Brands: LIBERTY GLOV-4503Q; PIONEER-AF1811(SIZE 11); MAGID-WF811; WESTCHESTER 2418 or buyer approve equal Manufacturer's Name and Style # _____	1	EA		\$ _____	

**MILLER UNIFORMS & EMBLEMS, INC.  
650 CANION ST.  
AUSTIN, TX. 787525**

**Solicitation # PAX0116**

**EXCEPTIONS PAGE**

- 1) In addition to providing pricing for the Tyndale product line Miller Uniforms is providing an alternative bid for the Bulwark product line for the Fire Retardant items on lines # 119-142. The reason for this is that Tyndale does not usually sell to dealers at wholesale. The wholesale pricing that we were given was at a very minimal discount from retail.

Consequently the pricing we submitted for the Tyndale product line will seem high. For that reason we felt compelled to offer an alternative at more reasonable prices.

Tyndale has also informed us that their delivery is 2-3 weeks. Not 5 days as required in the bid. As indicated in the bid we will stock any items that have a usage quantity of more than 30. However, for the under 30 quantity will take 2-3 weeks for Tyndale products.

- 2) All pricing on the bid sheet does not include any screen printing, embroidery, or heat transfers. That pricing is on a separate page entitled Embellishments To Uniforms.
- 3) In regards to line # 115, Annual maintenance of On-Line ordering and record keeping system, the way Miller Uniforms does it with Austin Police Dept. is we charge a flat fee of \$10.00 per employee per year to maintain their records. This is invoiced at the end of each contract year. Without knowing the # of employees in the City Depts. it would be impossible to determine the cost for this

as an overall annual fee. We would charge \$10.00 per employee who's information is entered into the system and maintained. This would be invoiced at the end of each 12 month contract term.

**MILLER UNIFORMS & EMBLEMS, INC.  
650 CANION ST.  
AUSTIN, TX. 787525**

**Solicitation # PAX0116  
Embellishments to Uniforms  
Screen Printing, Embroidery, Heat Transfers**

- 1) There are items on the bid that will likely take a heat transfer on the back, yet it is not indicated.

The following are prices for heat transfers

Heat Transfer – 1 line plain - \$10.00

Heat Transfer – 2 lines plain - \$15.00

Heat Transfer – 1 line scotchlite reflective - \$12.00

Heat Transfer – 2 lines scotchlite reflective - \$18.00

- 2) There are items on the bid that will likely require the City Dept. logo embroidered. That cost would be \$7.00 per garment.
- 3) We have most of the City Department logos already digitized for embroidery. Any new embroidery designs will have a set up fee of \$40.00

- 4) There are items on the bid that will required screen printing. The following are prices for screen printing which is based on quantity and # of colors: 24-71 garments – 1 color – 2.50; 2 color – 3.40; 3 color – 4.50; 4 color – 5.00  
72-143 garments - 1 color – 1.50; 2 color – 2.00; 3 color – 2.50; 4 color – 3.00  
144-287 garments - 1 color – 1.30; 2 color – 1.75; 3 color – 2.40; 4 color – 2.75

Set up fee for designs we already have will be \$10.00 per color.

We have most of the City Department logos already created for screen printing. Any new designs will have a \$35.00 art fee and a set up fee of \$20.00 per color

## ATTACHMENT A

### Brand Past Usage

PERSONAL PROTECTIVE EQUIPMENT	
1	3M
2	Ansell
3	Candor
4	Condor
5	Crews
6	Exofit NEX
7	Harley-Davidson
8	Hellraiser
9	Hob Nob
10	Mechanix
11	Moldex
12	Nemesis
13	Salisbury
14	Scott
15	ServiceWear Apparel
16	Spiewak
17	V Guard
18	Vallen
19	Westward
20	Z87

APPAREL & ACCESSORIES			
1	Adams	28	Nike
2	Blackinton	29	North
3	Boston Leather	30	North Face
4	Bullard	31	Olympic Uniforms
5	Bulwark	32	Outdoor Cap
6	Champion	33	Pacifica Headwear
7	Chestnut Hill	34	Port Authority
8	Cobra	35	Protective Industrial Products
9	Columbia	36	RBI
10	Devon & Jones	37	Real Tree
11	District Threads	38	Reflective Apparel Factory
12	Dockers	39	River City
13	Dri Duck	40	Rustler
14	Ergodyne	41	S10
15	Glowear	42	Safariland
16	Henley	43	Safety Smart Gear
17	Inner Harbor	44	Spartan Uniform
18	Interlock	45	Sport-Tek
19	Jer-zees	46	The Force
20	Jonathan Corey	47	Topps
21	Kati and Otto	48	Tingley
22	Land's End	49	Tri-Mountain
23	Lee	50	Uncle Mike's
24	Levi's	51	Union Line
25	Magic Headwear	52	Van Heusen
26	Mocean	53	VF Imagewear
27	MSA	54	Walls
28	Neese Industries	55	Wilson
29	New Era		

**TOP BRANDS ORDERED**

1	5.11
2	Blauer
3	Carhart
4	Dickies
5	Edwards
6	Hanes
7	Iron Horse
8	Port & Company
9	Port Authority
10	Red Kap
11	Tyndale
12	Westex
13	Wranglers

**BOOTS/SHOES**

1	Bates	14	Red Wing
2	Brazos	15	Rocky
3	Carolina	16	Roper
4	Caterpillar	17	Sketchers
5	Chippewa	18	Timberlake
6	Doc Martins	19	Timberland
7	Docks	20	TLX
8	Double H	21	Tony Llama
9	Durango	22	Twisted H
10	Georgia	23	Twisted X
11	Justin	24	Westco
12	LaCrosse	25	Wolverine
13	Merrell	26	BATA

**ORDINANCE NO. 20070621-152**

**AN ORDINANCE ADOPTING A POLICY TO PROCURE AND MAINTAIN  
CONTRACTS THAT SUPPORT HUMANE AND LEGAL LABOR PRACTICES.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

**PART 1.** The City of Austin adopts the Procurement Code for Humane Workplace Conditions (Workplace Conditions Code) set forth in this ordinance to encourage responsible contracting and to eliminate inadvertent support of those vendors using illegal sweatshop labor. This ordinance shall not be interpreted to attempt to preclude the City or its vendors from doing business with companies that have operations in a foreign country.

**PART 2.** Definitions.

- (1) *Apparel* means all garments or items of clothing any part of which is a textile produced by weaving, knitting or felting; and all shoes and other footwear as well as corresponding accessories.
- (2) *Contract* means an agreement to procure equipment, goods, materials or supplies for an amount exceeding \$5,000 to be purchased or provided at the expense of the City.
- (3) *Debarment* means removal from the City's list of eligible vendors any contractor or subcontractor who has been cited as a violator of the ordinance for a period to be determined by the City Manager.
- (4) *Vendor* means a person, partnership, corporation, or other entity that has a current procurement relationship, that is entering a contract with the City for the performance of all or some of the work included in the scope of services for the City, or is bidding to provide products or services to the City. The term vendor includes a bidder, contractor, subcontractor, or supplier.
- (5) *Worker* means:
  - (A) any employee of a vendor who contributes to the provisions of goods to the City under a contract, including but not limited to any manufacturing or assembling of goods;

- (B) any individual who may be required or directed by any employers, in consideration of direct or indirect gain or profit, to engage in any employment, or to go to work or be at any time in any place of employment; and
- (C) includes individuals whose work is permanent or temporary, on a full-time or part-time basis, as a contractor or payroll employee.

**PART 3.** The policy defined by this ordinance applies to the procurement and laundering of apparel in City contracts exceeding \$5,000. Procurement includes contract, purchase, rental, lease, or allowance and voucher programs.

**PART 4.** Findings.

- (A) As a major purchaser of goods, the City recognizes its important role to maintain a clear public policy to procure goods and services from vendors that provide humane working conditions for the workers producing their products.
- (B) Better working conditions consistently promote better quality goods for the City by assuring fewer workplace injuries, reduced absences due to illness or fatigue, fewer disruptions in the workplace, lower turnover of workers and a greater incentive to perform efficiently.
- (C) Garment purchases represent a substantial annual expense for the City, totaling at least \$1.7 million in Fiscal Year 2005 alone.
- (D) The prudent expenditure of public dollars requires that the City select responsible vendors who operate production facilities in a humane manner and in compliance with all federal, state, and local laws.
- (E) Vendors engaging in illegal or abusive sweatshop practices that violate the most basic human labor rights such as the use of child, indentured, or prison labor; unhealthy and unsafe work environments, below-subsistence wages, excessively long working hours, and harassment, abuse, or disregard for fundamental human rights, place responsible, law-abiding vendors at a competitive disadvantage because they are able to underbid responsible vendors who pay fair and legal wages and maintain safe work environments required by law.
- (F) These vendors influence the entire supply chain, including workers in subcontractor and subsidiary factories, and the apparel industry is an area where the City can have direct impact on the rights and well being of working people at home and abroad.

- (G) The City recognizes the rights of citizens to know how their tax dollars are spent and seeks to assure that the taxpayers' dollars are not paid to vendors who engage in illegal or abusive sweatshop practices that violate the most basic human labor rights such as: the use of child, indentured, or prison labor; unhealthy and unsafe work environments; below-subsistence wages; excessively long working hours; and harassment, abuse, or disregard for fundamental human rights.

**PART 5. Prohibition of Sweatshop Conditions.**

A vendor who engages in or bids for City contracts shall comply with the requirements in each subsection and may not supply goods or services to fulfill a City contract except as provided below. These requirements shall be known as the Workplace Conditions Code.

- (A) Compliance With All Laws. A vendor shall comply with all federal, state, and local laws and workplace regulations, including those regarding wages and benefits, workplace health and environmental safety, freedom of association, and the fundamental conventions of the International Labor Organization, including those regarding forced and child labor and freedom of association.
- (B) Harassment and Abuse. A vendor shall not engage in behavior that harasses or abuses a worker in a sexual, psychological, or verbal manner. Nor shall a vendor use corporal punishment in its employment practices.
- (C) Discrimination. A vendor shall not engage in discriminatory employment practices, as defined in Title 5 of the City Code, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin in hiring, salary, benefits, advancement, disciplinary action, termination, or retirement. A vendor shall not require pregnancy tests as a condition of employment nor demand pregnancy tests of employees. Women workers shall receive equal treatment and remuneration, including pay, benefits, and the opportunity to fill a position that is open to a male worker.
- (D) Exposure to Toxins. A vendor shall not expose a worker to toxic chemicals that may endanger a worker's health. A vendor shall take appropriate measures to safeguard workers when any aspect of work requires exposure to any toxic chemical. If a federal, state, or local occupational safety or health law or regulation applies to the workplace condition, compliance with such a law or regulation is not a violation of this subsection.

- (E) Wages and Benefits. A vendor shall pay wages that comply with federal and state law requirements as well as the requirements set forth in the City's standard contract terms and conditions.
- (F) Wage and Hour Records. Vendors shall maintain verifiable wage and hour records for each production worker, employee or independent contractor.
- (G) Working Hours. A vendor shall not require hourly and quota-based employees to work more than 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture, whichever is lower. In addition, vendors shall provide a worker with days off, as provided by applicable labor law.
- (H) Overtime Compensation. A vendor shall not require a worker to work overtime hours unless the worker is paid at a rate of at least one-and-one-half their regular hourly compensation rate as provided by the federal Fair Labor Standards Act.
- (I) Termination. A vendor shall provide for a mediation or grievance process to resolve workplace disputes if required by federal law.
- (J) Closure to Avoid Compliance. A vendor may not close or reduce orders for a production facility:
  - (1) as a punitive measure against workers for exercising their right to freedom of association; or
  - (2) to avoid its responsibility to take corrective action after there has been a determination that a violation of the Workplace Conditions Code.

**PART 6. Vendor Recordkeeping Requirements.**

- (A) Each City contract shall include the contractor's agreement to comply with the requirements of this ordinance and shall incorporate this ordinance by reference.
- (B) For every bid or contract for production of goods or provision of services covered by this policy, each bidder or contractor shall submit to the City the following:
  - (1) An affidavit setting forth the following information:

- (a) The country of production and names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this policy, which shall be updated to show any changes in subcontractors or facilities during the term of the contract;
    - (b) An initial copy of each facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any.
  - (2) An agreement in which the vendor commits to the following:
    - (a) That the vendor and each proposed supplier or subcontractor will adhere to the Workplace Conditions Code as defined in Part 5;
    - (b) That a copy of this code has been furnished to each of the vendor's suppliers or subcontractors; and
    - (c) That the vendor has required each supplier to post a copy of this code, including a procedure for filing complaints, in a location that is visible, obvious, and accessible in the workplace and translated into the each worker's first language.
  - (3) A description of any claims or legal actions related to discrimination or worker wages, hours, or working conditions filed against the vendor in any local, state, or federal administrative agency or court in the preceding five years.
  - (4) Any other information deemed necessary by the City for the administration and enforcement of this policy.
- (C) Each vendor shall retain the documents described in Subsection (B) for a period of three years after the date that the City contract is terminated.
- (D) Each vendor shall maintain regular payroll records and make such records available to the City or its agents upon the City's request. If the City makes a request under this subsection for the vendor's payroll records, the vendor shall also produce the payroll records of its subcontractors or suppliers to the City or its agents. The City may make such a request directly to a subcontractor who shall be required to submit such records directly to the City or its agents on

request. If requested by the City or its agents, all payroll records shall be accompanied by a statement signed by the vendor, stating that the records are complete and accurate.

- (E) During each year of the term of a contract, the City or its agents may request a written assurance from the contractor and each of its subcontractors that the vendor and its subcontractors and suppliers are in compliance with this ordinance. The vendor shall provide the written assurance within the time period specified by the City or its agents, which shall not be less than 14 days from the receipt of the request. A written assurance containing false or inaccurate information constitutes a breach of contract.
- (F) All records required to be maintained by this ordinance shall at all times be open to inspection and examination of the duly authorized officers and agents of the City.

**PART 7. Compliance; Verification.**

- (A) Each vendor shall cooperate fully with an investigation by the City or its agents. An investigation may include random site inspections of any worksite on which all or a portion of the contract is performed, access to workers to discuss compliance with this code, and access to any record required to be maintained by this ordinance.
- (B) The City may enter into an agreement with a nonprofit independent agency to assist in monitoring vendor compliance with this code. Under such an agreement, the independent monitor would receive complaints and provide monitoring, inspection, investigation, and remediation services at facilities producing goods or providing services to the City. The City's annual expenditure to monitor compliance with this code shall be in an amount not to exceed one percent of the City's annual apparel purchases. Refusal of a vendor to permit independent monitoring shall result in disqualification for bidding. An independent monitor must meet the following minimum requirements:
  - (1) It may have no relationship with any vendor subject to monitoring beyond the monitoring relationship.
  - (2) It must have knowledge of local non-governmental organizations and human rights groups to assist the City with worker interviews.

- (3) It must have knowledge of local business and financial auditing practices, health and safety standards, international labor conventions, and local laws and regulations.
  - (4) It must be able to conduct unannounced visits to a production facility and create a streamlined process for interviewing workers at the production facility without a supervisor present.
  - (5) It must be able to conduct off-site worker interviews.
  - (6) It must recognize a worker's right to decline to be interviewed without threat of a negative consequence.
  - (7) It must have knowledge of local language, vernacular, and culture relevant to conducting thorough worker interviews in their local language.
- (C) The City may expand the charge of its Human Rights Commission to serve as an advisory body on issues related to the implementation and enforcement of this ordinance, including:
- (1) the effectiveness of performance monitoring;
  - (2) assessing non-compliance reports from workers, labor unions, governments, businesses, non-government organizations and human rights advocates;
  - (3) collaborating with other public agencies to provide workers with relevant workplace information;
  - (4) providing feedback on effectiveness of penalties for violation of this ordinance;
  - (5) exploring other specific goods or services purchased by the City which may be suitable for application of this ordinance to in consideration of:
    - (a) the amount that the City has spent or is projected to spend for the good or service;
    - (b) evidence of sweatshop labor or other conditions prohibited by this ordinance in the manufacturing, assemblage or distribution of such goods or services; and

- (c) the financial impact that enforcement of this ordinance regarding those goods or services will have on the City;
- (6) exploring mechanisms employed by other governmental entities to promote compliance with their workplace procurement policies as well incentive measures they may employ to further those policies.
- (7) establishing working relationships with other public agencies that have enacted codes of conduct or ethical procurement policies; and
- (8) establishing working relationships with advocacy groups, labor organizations and other appropriate entities to share information regarding manufacturers, vendors, and suppliers.

**PART 8. Enforcement; Penalties.**

- (A) Complaints. Any person may complain of a violation of this ordinance. The City, including its agent designated for this purpose, shall receive and investigate complaints.
- (B) Requests for Information. Upon receiving a complaint alleging noncompliance with this ordinance, the City shall contact the vendor in a timely manner, by certified letter, that the contractor or its subcontractor is the subject of the complaint. The City shall describe the alleged violation and the requirements for responding to the notice. The contractor must respond in a timely manner with evidence that the violation did not occur, or if it did, a detailed plan for corrective action.
- (C) Access to Production and Distribution Facilities. For administration and enforcement purposes, a City vendor shall provide the City with immediate access to a facility or operation that is the subject of a complaint in order to inspect the facility or its operations and records, or to interview workers.
- (D) Independent Audit. If the City is unable to verify compliance, it may require an independent audit at the expense of the vendor, followed by a public report verifying either that the violation did not occur, or in the event that a violation did occur, that corrective action has or has not been effective.
- (E) Remediation. On a finding that a violation of this ordinance has occurred at a vendor's production facility, the City and the vendor shall meet to consult to

develop to a remediation plan, of which the City shall have right of approval as set forth in the City's standard contract terms and conditions. Corrective action shall include all steps necessary to correct the violations, including:

- (1) providing prompt notice to workers in the first language of each worker the remediation plan and the prescribed corrective actions;
  - (2) paying back wages to workers who worked to manufacture products or services supplied to the City; or
  - (3) reinstating a worker who has been dismissed in violation of the law.
- (F) Training On Workplace Conditions. At a facility or operation of a vendor determined to be in violation of this ordinance, the vendor shall provide workplace rights training for workers and best practices training for supervisory and management staff. The vendor shall bear the expense of the training. Upon the City's request, the vendor shall submit its training materials to the City for its review and approval before distribution to supervisors, managers, and employees.
- (G) The City may require that a vendor provide a written summary of the steps taken to remedy noncompliance with this ordinance. The summary may include any difficulties encountered in attempting to correct noncompliance. The vendor shall provide the written summary within the time period specified by the City.
- (H) The City may impose sanctions if a vendor knowingly provides misinformation or falsified information to the City or if a vendor refuses to remedy a violation of this ordinance in a timely manner. Sanctions may include termination of the contract for cause due to breach of contract, termination of a contract without notice, financial penalties, debarment from eligibility to bid on City contracts, or suspending the vendor's ability to bid on City contracts for a period to be determined by the City Manager.
- (I) In the event that a vendor is debarred, the City Purchasing Officer will remove the vendor from Approved Vendor List. In the event of suspension, the Purchasing Officer will remove the vendor from the list for the period specified in the non-compliance sanction.
- (J) A vendor may protest findings, sanctions, penalties or debarment under this ordinance as prescribed in the City's standard contract terms and conditions.

**PART 9.** Nothing in this ordinance shall be interpreted or applied to create any power or duty in conflict with federal law, state law, or local law.

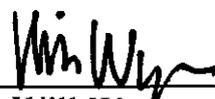
**PART 10.** If a term or provision of this ordinance is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this agreement remains effective.

**PART 11.** This ordinance takes effect on July 2, 2007.

**PASSED AND APPROVED**

\_\_\_\_\_ June 21 \_\_\_\_\_, 2007

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Will Wynn  
Mayor

**APPROVED:**



\_\_\_\_\_  
David Allan Smith  
City Attorney

**ATTEST:**



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Shirley A. Gentry  
City Clerk